



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: June 3, 2009

Time: Closed Session 5:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTE: All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Government Code §54054.6(c); Potential Initiation of Litigation Regarding Breach of Dennis Plummer Improvement Agreement; Parties are City of Lodi and F&M Bank as Guarantor for Dennis Plummer
- b) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters and Conference with Larry Hansen (Labor Negotiator) Regarding City Council Appointees, Pursuant to Government Code §54957.6
- c) Threatened Litigation: Government Code §54956.9(b); One Case; Freedom from Religion Foundation Regarding Invocations

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Reverend Alan Kimber, First United Methodist Church

C. Pledge of Allegiance

D. Presentations

- D-1 Awards – None
- D-2 Proclamations
 - a) National Automotive Service Professionals Week (PW)
- D-3 Presentations – None

E. Consent Calendar (Reading; Comments by the Public; Council Action)

- E-1 Receive Register of Claims in the Amount of \$3,117,471.72 (FIN)
- E-2 Approve Minutes (CLK)
 - a) May 6, 2009 (Regular Meeting)
 - b) May 13, 2009 (Special Meeting)
 - c) May 19, 2009 (Shirtsleeve Session)
 - d) May 26, 2009 (Shirtsleeve Session)
 - e) May 26, 2009 (Special Meeting)

- E-3 Approve Request for Proposals and Authorize Advertisement for the Inspection, Adjustments, and Maintenance Tests of Two Power Transformers at Henning Substation (EUD)
- E-4 Accept Improvements under Contract for Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue (PW)
- Res. E-5 Adopt Resolution Accepting Improvements under Contract for the Blakely Park North Pool Deck Improvements, 1050 South Stockton Street (PR)
- Res. E-6 Adopt Resolution Authorizing Extension of Agreement with Unifirst Corporation, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$26,000) (PW)
- Res. E-7 Adopt Resolution Authorizing the City Manager to Execute Additional Professional Services Task Order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Discharge Permit Compliance Activities (\$198,000) and Appropriating Funds (\$250,000) (PW)
- Res. E-8 Adopt Resolution Authorizing the City Manager to Enter into Contract with InSite Environmental, Inc. to Prepare an Environmental Impact Report for the Lodi West 60kV Power Line Project to be Located West of the City of Lodi (CD)
- Res. E-9 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Eight Locations During Fiscal Year 2009-10 (\$335,440) (PR)
- Res. E-10 Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2009 through June 30, 2012 (CM)
- Res. E-11 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2009-10 (PW)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings – None

J. Communications

J-1 Claims Filed Against the City of Lodi – None

J-2 Appointments

- a) Appointments to the Greater Lodi Area Youth Commission: Elizabeth Mazzeo, Jeffrey Palmquist, Summer Pennino (Adult Advisors); Gordon Wong, Deyanira Nava, Mandy Majidian, Priyank Patel (Student Appointees) (CLK)

J-3 Miscellaneous – None

K. Regular Calendar

- Res. K-1 Receive Budget Presentation, Invite Public Comments, and Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2009 and Ending June 30, 2010 and Approving the Fiscal Year 2009-10 Appropriation Spending Limit (CM)
- K-2 Authorize Staff to Modify Labor Unit Memorandums of Understanding According to Signed Tentative Agreements (CM)
- Res. K-3 Adopt Resolution Approving List of Lodi Energy Efficiency and Conservation Block Grant Fund Projects, an Element of the American Recovery & Reinvestment Act of 2009, and Authorizing the City Manager to Submit a Grant Application to the Department of Energy (EUD)
- K-4 Council Direction Requested Regarding Response to the San Joaquin County Board of Supervisors for Armstrong Road Agricultural/Cluster Zoning Classification (CM)

L. Ordinances – None

M. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: National Automotive Service Professionals Week Proclamation

MEETING DATE: June 3, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Present a proclamation proclaiming the week of June 8-14, 2009, as "National Automotive Service Professionals Week" in Lodi.

BACKGROUND INFORMATION: National Automotive Service Professionals Week was established in 2005 to honor the commitment and dedication of automotive, truck and collision technicians, along with parts specialists and other support professionals who serve the motoring public. Automotive Service Professionals Week is a national event to recognize the efforts of automotive service professionals in keeping our vehicles running correctly. The City wants to join with the Governor and the State of California in acknowledging how important these professionals are to our communities.

Specifically, for the City of Lodi, the Fleet Services Division of the Public Works Department is responsible to repair and maintain the City's fleet. They work daily on equipment, cars, trucks, and buses to support all City departments. They maintain approximately 430 pieces of equipment and vehicles, including everything from Police patrol cars and fire engines to construction equipment and buses.

A representative of the Public Works Fleet and Facilities Division will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager

FWS/DC/pmf

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated May 7, and May 14, 2009 in the Total Amount of \$3,117,471.72

MEETING DATE: June 3, 2009

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$3,117,471.72.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$3,117,471.72 dated 05/07/09, and 05/14/09. Also attached is Payroll in the amount of \$1,213,388.58.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page 1
Date - 05/20/09
Amount

As of Thursday	Fund	Name	Amount
05/07/09	00100	General Fund	407,024.30
	00123	Info Systems Replacement Fund	499.00
	00160	Electric Utility Fund	27,482.75
	00164	Public Benefits Fund	6,974.24
	00170	Waste Water Utility Fund	29,585.97
	00171	Waste Wtr Util-Capital Outlay	170.25
	00172	Waste Water Capital Reserve	301,070.14
	00173	IMF Wastewater Facilities	2,822.87
	00180	Water Utility Fund	43,888.32
	00181	Water Utility-Capital Outlay	170.26
	00182	IMF Water Facilities	5,835.28
	00210	Library Fund	4,059.13
	00234	Local Law Enforce Block Grant	181.75
	00235	LPD-Public Safety Prog AB 1913	61.04
	00260	Internal Service/Equip Maint	13,512.12
	00270	Employee Benefits	448,012.10
	00300	General Liabilities	5,000.00
	00310	Worker's Comp Insurance	16,192.50
	00321	Gas Tax	7,914.59
	00325	Measure K Funds	99,354.30
	00326	IMF Storm Facilities	1,335.38
	00332	IMF(Regional) Streets	1,335.38
	00338	IMF-Regional Transportation	1,722.13
	00340	Comm Dev Special Rev Fund	951.93
	00345	Community Center	3,060.40
	00346	Recreation Fund	3,282.89
	00411	Notes Payable-Debt Service	96,106.00
	00502	L&L Dist Z1-Almond Estates	473.03
	00503	L&L Dist Z2-Century Meadows I	301.02
	00506	L&L Dist Z5-Legacy I,II,Kirst	778.84
	00507	L&L Dist Z6-The Villas	654.63
	00509	L&L Dist Z8-Vintage Oaks	253.25
	00515	L&L Dist Z13	670.00
	01211	Capital Outlay/General Fund	25,061.99
	01212	Parks & Rec Capital	25,415.80
	01214	Arts in Public Places	3,457.02
	01241	LTF-Pedestrian/Bike	1,869.00
	01250	Dial-a-Ride/Transportation	186,504.10
	01252	Transit-Prop. 1B	14,630.48
	01410	Expendable Trust	2,586.49
Sum			1,790,260.67
Total for Week			
Sum			1,790,260.67

Accounts Payable
Council Report

Page 1
Date - 05/20/09
Amount

As of Thursday	Fund	Name	Amount
05/14/09	00100	General Fund	667,606.35
	00122	Equipment Replacement Fund	30.48
	00160	Electric Utility Fund	11,766.52
	00161	Utility Outlay Reserve Fund	31,210.54
	00164	Public Benefits Fund	15,519.75
	00170	Waste Water Utility Fund	35,354.40
	00171	Waste Wtr Util-Capital Outlay	1,063.71
	00172	Waste Water Capital Reserve	5,051.81
	00173	IMF Wastewater Facilities	20,614.19
	00180	Water Utility Fund	2,162.42
	00181	Water Utility-Capital Outlay	1,591.47
	00182	IMF Water Facilities	55,918.88
	00210	Library Fund	4,046.61
	00211	Library Capital Account	82,454.45
	00260	Internal Service/Equip Maint	34,610.41
	00270	Employee Benefits	32,233.74
	00310	Worker's Comp Insurance	32,500.00
	00321	Gas Tax	1,699.36
	00325	Measure K Funds	1,969.72
	00331	Federal - Streets	14,132.91
	00332	IMF(Regional) Streets	21,027.11
	00340	Comm Dev Special Rev Fund	1,099.15
	00345	Community Center	21,350.33
	00346	Recreation Fund	5,862.15
	01211	Capital Outlay/General Fund	21,817.11
	01212	Parks & Rec Capital	129,566.44
	01214	Arts in Public Places	126.81
	01241	LTF-Pedestrian/Bike	2,394.50
	01250	Dial-a-Ride/Transportation	3,004.24
	01252	Transit-Prop. 1B	840.78
	01410	Expendable Trust	24,217.85
Sum			1,282,844.19
	00184	Water PCE-TCE-Settlements	44,366.86
Sum			44,366.86
Total for Week			
Sum			1,327,211.05

Council Report for Payroll

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Date - 5/20/09

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/03/09	00100	General Fund	746,067.70
		00160	Electric Utility Fund	171,670.69
		00164	Public Benefits Fund	4,976.05
		00170	Waste Water Utility Fund	81,981.74
		00180	Water Utility Fund	1,568.26
		00210	Library Fund	29,919.71
		00235	LPD-Public Safety Prog AB 1913	2,407.50
		00260	Internal Service/Equip Maint	20,647.37
		00321	Gas Tax	49,684.64
		00340	Comm Dev Special Rev Fund	25,495.33
		00345	Community Center	27,063.08
		00346	Recreation Fund	45,722.26
		01250	Dial-a-Ride/Transportation	6,184.25
Pay Period Total:				
Sum				1,213,388.58



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) May 6, 2009 (Regular Meeting)
b) May 13, 2009 (Special Meeting)
c) May 19, 2009 (Shirtsleeve Session)
d) May 26, 2009 (Shirtsleeve Session)

MEETING DATE: June 3, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) May 6, 2009 (Regular Meeting)
b) May 13, 2009 (Special Meeting)
c) May 19, 2009 (Shirtsleeve Session)
d) May 26, 2009 (Shirtsleeve Session)
e) May 26, 2009 (Special Meeting)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through E.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 6, 2009**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 6, 2009, was called to order by Mayor Hansen at 6:00 p.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Prospective Lease of a Portion of 218 West Pine Street, Lodi; the Negotiating Parties are the City of Lodi and Odd Fellows Hall Association of Lodi for Placement of Environmental Cleanup Equipment; Price and Terms are under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Hansen adjourned the meeting to a Closed Session to discuss the above matters.

The Closed Session adjourned at 6:57 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:03 p.m., Mayor Hansen reconvened the City Council meeting, and Deputy City Attorney Magdich disclosed the following actions.

Item C-2 (a) was discussion only, and Item C-2 (b) was not discussed.

A. Call to Order / Roll call

The Regular City Council meeting of May 6, 2009, was called to order by Mayor Hansen at 7:03 p.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, Deputy City Attorney Magdich, and City Clerk Johl

B. Invocation - Pastor Matthew Duerr, Zion Reformed Church

C. Pledge of Allegiance

D. Presentations

D-1 Awards - None

D-2 Proclamations

a) National Public Works Week (PW)

Mayor Hansen presented a proclamation to Charlie Swimley, Water Services Manager, proclaiming the week of May 17 – 23, 2009, as “National Public Works Week” in the City of Lodi.

b) Peace Officer Memorial Month (PD)

Mayor Hansen presented a proclamation to Scott Bratton, President of Lodi Police Officers Association; Lieutenant Steve Price; and members of the Lodi Police Honor Guard proclaiming the month of May 2009 as “Peace Officer Memorial Month” in the City of Lodi.

c) Zinfandel Month

Mayor Hansen presented a proclamation to Anna Goehring with the Lodi-Woodbridge Winegrape Commission proclaiming the month of May 2009 as “Zinfandel Month” in the City of Lodi and urging citizens to participate in the Lodi Zinfest on May 15 – 17, 2009, at Lodi Lake Park.

d) National Tourism Week

Mayor Hansen presented a proclamation to Nancy Beckman, President and CEO of the Lodi Conference & Visitors Bureau, proclaiming the week of May 9 – 17, 2009, as “National Tourism Week” in the City of Lodi.

e) National Salvation Army Week

Mayor Hansen presented a proclamation to Lt. Dan Williams with the Lodi Salvation Army proclaiming the week of May 11 – 17, 2009, as “Salvation Army Week” in the City of Lodi.

D-3 Presentations

a) Quarterly Update by the Greater Lodi Area Youth Commission (COM)

Josh Gums and Beau Benko, members of the Greater Lodi Area Youth Commission, gave an update on the Commission’s activities and accomplishments.

E. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Mounce made a motion, second by Council Member Johnson, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

E-1 Receive Register of Claims in the Amount of \$9,425,340.27 (FIN)

Claims were approved in the amount of \$9,425,340.27.

E-2 Approve Minutes (CLK)

The minutes of April 14, 2009 (Shirtsleeve Session), April 15, 2009 (Regular Meeting), April 20, 2009 (Special Joint Meeting w/Arts Commission), April 21, 2009 (Shirtsleeve Session), April 21, 2009 (Special Meeting), and April 28, 2009 (Shirtsleeve Session) were approved as written.

E-3 Accept Quarterly Investment Report as Required by Government Code Section 53646 (CM)

Accepted the Quarterly Investment Report as required by Government Code Section 53646.

E-4 Approve Request for Proposals and Authorize Advertisement for Installation, Maintenance, and Monitoring of a Comprehensive Security System for Electric Substations (EUD)

Approved the request for proposals and authorized advertisement for installation, maintenance, and monitoring of a comprehensive security system for electric substations.

E-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume Interim Remedial Measures Improvements Project (PW)

This item was pulled for further discussion by Council Member Hitchcock.

In response to Council Member Hitchcock, Public Works Director Wally Sandelin stated the amount collected for PCE/TCE was \$2.7 million, the proposed action includes construction of facilities that will extract groundwater and divert to other locations, the cost for construction of the facilities is approximately \$1 million, the bid for annual maintenance for five years is expected to be \$1 million per year, the projected costs and work are for Central Plume alone, the costs and work for other plumes is unknown at the current time, the project for June 30 is a little over \$10 million, the pilot scales for Guild Cleaners are currently in place, and the initial figure of \$48 million was a preliminary number based on estimates and not confirmed.

Council Member Hitchcock made a motion, second by Council Member Mounce, to approve plans and specifications and authorize advertisement for bids for Central Plume interim remedial measures improvements project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

E-6 Approve Specifications and Authorize Advertisement for Bids for Replacement Electric Utility Bucket Truck (EUD)

Approved the specifications and authorized advertisement for bids for replacement Electric Utility bucket truck.

- E-7 Adopt Resolution Accepting Improvements under Contract for Municipal Service Center Transit Vehicle Maintenance Facility Project and Appropriating Additional Funds (\$150,217) and Receive Notification of Project Change Orders (PW)

Adopted Resolution No. 2009-47 accepting improvements under contract for Municipal Service Center Transit Vehicle Maintenance Facility Project and appropriating additional funds in the amount of \$150,217 and received notification of project change orders.

- E-8 Adopt Resolution Accepting Improvements under Contract for White Slough Water Pollution Control Facility Phase 3 Improvements Year 2007 Project and Appropriating Additional Funds (\$150,000) and Receive Notification of Project Change Orders (PW)

Adopted Resolution No. 2009-48 accepting improvements under contract for White Slough Water Pollution Control Facility Phase 3 Improvements Year 2007 Project and appropriating additional funds in the amount of \$150,000 and received notification of project change orders.

- E-9 Accept Improvements under Contract for Finance Department Relocation Project and Notification of Project Change Orders (PW)

This item was pulled for further discussion by Council Member Hitchcock.

In response to Council Member Hitchcock, Mr. King stated the single change order for approximately \$100,000 dealt with finding a relocation spot for the meter reader component of the Finance Department, for which an initial plan did not exist. Mr. King stated staff will bring back to Council for consideration at a future date a change order policy setting forth consistency and uniformity across departments.

Council Member Mounce commended Mr. King on the successful relocation of the Finance Department to the City-owned building and suggested rehabilitation of the building continue.

Council Member Hitchcock made a motion, second by Council Member Mounce, to accept improvements under contract for Finance Department relocation project and notification of project change orders.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

- E-10 Adopt Resolution Accepting Improvements at Interlake Square, Tract No. 3532 (PW)

Adopted Resolution No. 2009-49 accepting improvements at Interlake Square, Tract No. 3532.

- E-11 Adopt Resolution Awarding Professional Services Agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova (\$88,109) and Appropriating Funds (PW)

Adopted Resolution No. 2009-50 awarding professional services agreement for ground water monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$88,109 and appropriating funds.

- E-12 Adopt Resolution Authorizing the City Manager to Execute Professional Services

Agreement with Neil O. Anderson and Associates, of Lodi, for Preliminary Site Assessment for Lodi Avenue Reconstruction Project (\$63,340) and Appropriating Funds (PW)

Adopted Resolution No. 2009-51 authorizing the City Manager to execute professional services agreement with Neil O. Anderson and Associates, of Lodi, for preliminary site assessment for Lodi Avenue Reconstruction Project in the amount of \$63,340 and appropriating funds.

E-13 Adopt Resolution Authorizing the City Manager to Execute Lower San Joaquin River Feasibility Study Cost-Share Agreements to Assess 200-Year Flood Event Protection Requirements (PW)

Adopted Resolution No. 2009-52 authorizing the City Manager to execute Lower San Joaquin River Feasibility Study Cost-Share Agreements to assess 200-year flood event protection requirements.

E-14 Adopt Resolution Authorizing the City Manager to Execute Amendment to Cooperative Agreement with San Joaquin Council of Governments for East Lodi Avenue Improvement Project (PW)

Adopted Resolution No. 2009-53 authorizing the City Manager to execute amendment to cooperative agreement with San Joaquin Council of Governments for East Lodi Avenue Improvement Project.

E-15 Concur with the San Joaquin Council of Governments Amendment to the Measure K Expenditure Plan to Utilize the Remaining Measure K Programming Capacities between All Program Categories (CM)

Concurred with the San Joaquin Council of Governments amendment to the Measure K Expenditure Plan to utilize the remaining Measure K programming capacities between all program categories.

E-16 Adopt Resolution Increasing Fee for Returned Check Charges from \$25 to \$35 (CM)

Adopted Resolution No. 2009-54 increasing fee for returned check charges from \$25 to \$35.

E-17 Adopt Resolution Authorizing the City of Lodi's Participation in an Interlocal Agreement Regarding the Recovery Act: Justice Assistance Grant Program (PD)

Adopted Resolution No. 2009-55 authorizing the City of Lodi's participation in an interlocal agreement between the County of San Joaquin and the cities of Lodi, Stockton, Escalon, Manteca, Ripon, and Tracy regarding the Recovery Act: Justice Assistance Grant Program.

E-18 Set Public Hearing for May 20, 2009, to Extend Interim Ordinance No. 1822, an Uncodified Urgency Interim Ordinance to Establish a Moratorium on the Establishment and Operation of Medical Marijuana Dispensaries (CA)

Set public hearing for May 20, 2009, to extend interim Ordinance No. 1822, an uncodified urgency interim ordinance to establish a moratorium on the establishment and operation of medical marijuana dispensaries.

F. Comments by the Public on Non-Agenda Items
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Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Vincent Sayles spoke regarding trampoline exercise and the health benefits associated with the same.

G. Comments by the City Council Members on Non-Agenda Items

Council Member Mounce requested staff research her concerns regarding toxins and the turf field installation at the Grape Bowl and encouraged citizens to participate in the "Walk for the Health of It" event on May 9, 2009.

Council Member Johnson requested information regarding the acceptance of a fire engine from the State of California and the costs associated with the same including non-payment for participation in Statewide activities.

Mayor Hansen commended the Harold Trumpets from Washington DC on a successful concert and thanked Bob Gross for the same. Mr. Hansen also reported on his attendance at the San Joaquin Council of Governments and Northern California Power Agency (NCPA) meetings. Topics of discussion at the meetings included approval of the 2009-10 budget, savings through broadbanding of departments whereby employees understand and perform each others tasks, the host dinner and meeting for NCPA on May 27 and May 28, meetings with Congressman McNerney regarding riverbank and Harney Lane funding requests, the widening of I-5, improvements for Highway 99 and the Stockton Port, and greenhouse gas emissions.

H. Comments by the City Manager on Non-Agenda Items

None.

I. Public Hearings

I-1 Public Hearing to Consider Resolution Approving Final 2009-14 Consolidated Plan, Citizen Participation Plan, and 2009-10 Action Plan for the Community Development Block Grant (CDBG) Program and the Allocation of Available 2008-09 CDBG-Rapid Funding (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Hansen called for the public hearing to consider resolution approving Final 2009-14 Consolidated Plan, Citizen Participation Plan, and 2009-10 Action Plan for the Community Development Block Grant (CDBG) Program and the allocation of available 2008-09 CDBG-Rapid (CDBG-R) funding.

City Manager King briefly introduced the subject matter of the CDBG and CDBG-R allocations and recommendations.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding the CDBG consolidated plan and CDBG-R program. Specific topics of discussion included the entitlement process, required documents, 30-day public comment period on draft documents, 2009-10 action plan, no inquiries or comments received, estimated allocation of \$751,256, funding recommendations, CDBG-R funding, and recommended action through adoption of the

resolution approving the consolidated plan, citizen participation plan, action plan and allocation of CDBG-R funds.

In response to Mayor Hansen, Mr. Wood stated that, with respect to the Salvation Army need for roof replacement, staff anticipates there will be funding remaining from the 2008 projects closing out that could be reallocated for the project. Mr. Wood stated staff will have a better idea of the exact amount in July or August. In response to Mayor Hansen, Mr. Wood stated there is not another shovel ready community-based organization project for \$23,000, which is why the amount was added to the Lodi Community Center improvement project reducing the County match to a 52/48 split. Mr. Wood stated staff was originally expecting the allocation to be about 10% higher but that did not materialize.

In response to Council Member Mounce, Mr. Wood confirmed that the five-year action plan is a part of the requirement for an entitlement community, plans are being done in-house, staff will look into the exact cost for the consolidated plan, and outreach will be an ongoing activity throughout the community.

In response to Council Member Mounce, Mr. King stated he is confident that the City could find and expend in a timely manner the \$23,000 on a Public Works type project and funds on a social services project can be drawn down quickly.

Council Member Hitchcock made a motion, second by Council Member Mounce, to adopt Resolution No. 2009-56 approving Final 2009-14 Consolidated Plan, Citizen Participation Plan, and 2009-10 Action Plan for the Federal allocation of CDBG Program and the allocation of available 2008-09 CDBG-R funding through the Urban County, including a 50/50 split with the City and County for the Lodi Community Center Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

J. Communications

J-1 Claims Filed Against the City of Lodi - None

J-2 Appointments

a) Appointment to the Lodi Arts Commission: Sandi Walker-Tansley (CLK)

Mayor Hansen made a motion, second by Council Member Johnson, to make the following appointment:

Lodi Arts Commission

Sandi Walker-Tansley, term to expire July 1, 2012

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

b) Post for One Vacancy on the Greater Lodi Area Youth Commission (Adult Advisor) (CLK)

Council Member Mounce made a motion, second by Council Member Johnson, to direct the City Clerk to post for the following vacancy:

Greater Lodi Area Youth Commission (Adult Advisor)

Isaac Morales, term to expire May 31, 2011

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

J-3 Miscellaneous - None

K. Regular Calendar

K-1 Provide Direction with Regard to Specific Elements of the 2009-10 Budget Regarding Animal Shelter Staffing via People Assisting Lodi Shelter (PALS) Contract, Fire Inspection Services, and Conference and Visitors Bureau Funding Formula (CM)

City Manager King provided a PowerPoint presentation regarding the 2009-10 budget prerequisite issues. Specific topics of discussion included budget background, People Assisting the Lodi Shelter (PALS) contract, fire inspection services, Lodi Conference and Visitors Bureau funding formula, budget background, job market continued decline, negotiating a contract with PALS to operate front office at Animal Shelter, proposal to provide fire inspection services through community development building inspectors and organizational structures for both departments, proposed formula for 19% of Transient Occupancy Tax (TOT) collections, and recommendations for the same.

Police Chief David Main provided a brief presentation and discussed a partnership with PALS, ability to manage Animal Shelter to more than a clerical need which includes adoptions and paperwork requirements, sets stage for ongoing needs of the shelter, successful operations generally include partnerships with non-profits such as PALS, and financial and community benefits.

In response to Council Member Hitchcock, Mr. King stated liability will be transferred as is standard, any final contract will be brought back for Council approval, and currently there is not a full-time position assigned to the shelter with respect to the employees groups and concerns about contracting out services.

In response to Council Member Hitchcock, Deputy City Manager Jordan Ayers stated the current year revenue is approximately \$32,000. Mr. King stated the goal is to bring in line as close as possible the expenditures and revenues associated with the shelter although there may be a difference of approximately \$10,000.

Council Members Johnson and Hitchcock suggested there not be a cap on revenues, licensing be encouraged, and surplus aspects be written into the contract as necessary without other restrictions.

In response to Mayor Hansen, Chief Main stated contracting out the Animal Shelter services to

PALS will free up safety services for other areas better-suited and training appropriate.

In response to Council Member Mounce, Chief Main stated a full presentation will be made to the Animal Commission if the City Council decides to go in that direction.

In response to Mayor Hansen, Mr. King stated the funding will be reflected in the budget and the agreement will be brought to Council for consideration independent of the budget. Mayor Hansen suggested a start date of July 1 for the new arrangement.

Council Members Johnson and Hitchcock and Mayor Hansen suggested the PALS organization not be limited in its ability and efforts to secure pet licensing in the City.

Interim Community Development Director Rad Bartlam discussed the current building inspector positions, experience in other communities and services, and confidence that fire inspection tasks can be taken over by building inspectors.

In response to Council Member Hitchcock, Mr. King stated some sections of the Fire and Building Codes are very similar while others are unique. Fire Chief Mike Pretz and Mr. King discussed generally the duties of the fire inspector including post-construction tasks, sprinkler system checks, hazardous materials, exiting, fire lanes, signage, extinguishers, Fire Department access and lighting, fire alarm testing and checks, spray booth testing, occupancy loads, electrical rooms, box installations, and other mandated requirements.

In response to Council Member Hitchcock, Chief Pretz stated a large portion of the current duties are development related, although he does not have the exact numbers.

In response to Mayor Hansen, Chief Pretz stated the Fire Marshall and Fire Inspector are two separate people and there is a series of training and certification for fire inspections.

Mr. Bartlam stated the question is really where is the best place to house inspection services. Mr. King stated there are cities that have all types of models for these services.

In response to Council Member Mounce, Mr. Bartlam stated classes are offered routinely throughout the year and existing employees may already have some classes and are able to take the remaining for certification. Mr. King stated the effort is being made to avoid the duplication of services being offered by multiple departments.

In response to Council Member Johnson, Fire Division Chief Aimee Murray reviewed a list of services performed by the fire inspector position including sprinkler inspections, water pressure checks, hood inspections, and other new construction related checks.

In response to Council Member Hitchcock, Mr. King stated the fire inspector position would need to be kept vacant for at least two years and there is an opportunity for the Community Development Department to handle the development related inspections while the Fire Department retains the operational inspections.

In response to Council Member Katzakian, Chief Pretz stated there is currently one fire inspector and the relevant duties are performed by the person, the Fire Marshal and the Fire Chief.

In response to Council Member Mounce, Division Chief Murray stated she was aware of the two year service credit program and the need to keep the position open.

Alan Lucero spoke in favor of housing the development related inspection services in the Community Development Department based on the ongoing collaboration between fire inspectors

and building inspectors and the similar nature of the services provided.

Brad Doell, representing the Lodi Professional Firefighters group, stated the Fire Department understands the need for cost savings and the need to keep the position open and would like an opportunity to absorb the services into the department as opposed to sending it to Community Development.

Robin Rushing spoke in favor of keeping fire inspection services within the Fire Department based on the expertise of the department in providing such services.

The City Council, with the exception of Council Member Mounce, provided general comments and direction to explore the option of housing development related fire inspection services in the Community Development Department. A brief discussion also ensued regarding services such as weed abatement and annual and operational permits.

Nancy Beckman spoke in support of the staff recommendation to incorporate the 19% TOT formula in light of the tough fiscal times, stating the Visitors Bureau is comfortable with the agreement, although there is a difference of opinion with respect to the seed money terminology.

In response to Council Member Johnson, Mr. King confirmed that the agreement would be brought back to Council for review after the five-year period.

In response to Council Member Mounce, Mr. King confirmed that the 19% is equivalent to \$91,848 for the current year.

K-2 Adopt Resolution Approving DeBenedetti Park Modified Grading Design, Directing Preparation of Plans and Specifications for Phased Improvements, Authorizing the City Manager to Execute Contract Amendment for DeBenedetti Park Rough Grading Contract with A.M. Stephens Construction Company, Inc., of Lodi (\$163,000) and Appropriating Additional Funds (\$180,000) from Impact Mitigation Fees (PW)

City Manager King briefly introduced the subject matter of the DeBendetti Park project.

Public Works Director Wally Sandelin provided a brief presentation regarding the DeBendetti Park project. Mr. Sandelin specifically discussed the history of the project through the City Council and Parks and Recreation Commission, comparisons of project costs, plan adjustment benefits, and proposed site map for revised design.

In response to Council Member Hitchcock, Mr. Sandelin and Mr. Rodems stated the first phase is relevant to the basin area, the entire area is programmable space, it is not predetermined, there is no change in the park area, and specific programming diagrams will come back to the Council.

Ann Cerney spoke in regard to her concerns about funding, mitigation fees, development related fees, and contract extensions.

Recreation Commission Chair David Akin spoke in favor of the proposed action, stating the Commission unanimously approved the proposed project and urged the Council to move forward.

In response to Council Member Hitchcock, Mr. Akin stated the issue of the synthetic field did come before the Commission for consideration.

Mr. King stated the Park Impact Fund has money, the list of projects is very large, the \$3 million is available, Storm Drainage Fund also has funds available, the contract was originally approved in 2003 with a modest appropriation, and the extension will allow for improvements to be completed

throughout the Fall.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2009-57 approving DeBenedetti Park modified grading design, directing preparation of plans and specifications for phased improvements, authorizing the City Manager to execute contract amendment for DeBenedetti Park rough grading contract with A.M. Stephens Construction Company, Inc., of Lodi, in the amount of \$163,000 and appropriating additional funds in the amount of \$180,000 from Impact Mitigation Fees.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-3 Discussion of Fees Paid for the Lodi Lake Boat House Project (CD)

City Manager King briefly introduced the subject matter of the Lodi Boat House fees. Interim Community Development Director Rad Bartlam provided an overview of the Lodi Boat House fee waiver discussion, stating the fees on the project were approximately \$2,600, the longstanding policy not to waive fees, and the difficulty associated with deciding what fees to waive if any in light of the worthiness of a variety of projects.

Council Member Johnson stated he requested the matter be brought forward in light of the considerable amount of time spent by volunteers, donations received for the project, and the overall gift to the City.

A brief discussion ensued among Council regarding the differences and similarities of other projects including those associated with the Library, People Assisting the Lodi Shelter, and the World of Wonders Science Museum.

Council Member Mounce stated the current situation is unique in light of the tie in with the Centennial Celebration for the City.

In response to Council Member Johnson, Mr. Bartlam stated the building function is a special revenue fund and is set to operate based on the revenues it brings in.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to waive the fees for the Lodi Boat House Project in light of the connection to the Centennial Celebration for the City and for future requests for waivers to be brought forward by the requestor and considered on a case-by-case basis.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-4 Farmers Market and General Events at Lodi Lake (PR)

City Manager King briefly introduced the subject matter of a potential Farmers Market at Lodi Lake.

Interim Parks and Recreation Director Jim Rodems provided a brief report regarding the concept of a Farmers Market on Saturday mornings at Lodi Lake. Specific topics of discussion included conception by the Recreation Commission, implementation through staff, a pilot program for the summer and spring, high amount of foot traffic and limited parking, all events discussed and considered by the Recreation Commission, the lack of a specific policy in place for Lodi Lake events, and the potential of \$16,000 for revenues to Parks and Recreation.

In response to Council Member Hitchcock, Mr. Rodems stated the participation costs are \$100 for two days or \$65 for each day. He stated the \$16,000 was based on the target number of vendors of 18 to 24 and discussed the set up of a traditional farmers market, monitoring of natural goods, not allowing manufactured goods, approximately four vendors currently signed up, and general direction from the Recreation Commission without a formal vote.

A brief discussion occurred between Council Members Johnson and Hitchcock regarding the ongoing events at Lodi Lake and the use of the Lake generally for events and by the citizens. Council Member Johnson stated he may have some concerns about parking and the timing of the market on Saturday mornings if other events are going on as well.

Donna Phillips spoke in opposition to a farmers market at Lodi Lake based on her desire for natural preservation of the lake and suggested Bo Katzakian Park as an alternative site.

Recreation Commissioner David Akin spoke in favor of the proposed farmers market at Lodi Lake based on the addition of a nice event with natural goods in the community, possible revenue generation, and overall benefit to the community.

Recreation Commissioner Baubie Fox spoke in favor of the proposed farmers market based on the benefit to the community of an alternative market to the Thursday evening Downtown Market.

Council Member Johnson made a motion, second by Mayor Hansen, to authorize a Farmers Market to be held at Lodi Lake for a one-year period, with no more than 24 vendors, and no arts and crafts.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: Council Member Hitchcock

Absent: None

K-5 Select Two Council Members to Join with the City Clerk to Choose the City of Lodi Display in the New County Administration Building (CM)

Mayor Hansen made a motion, second by Council Member Johnson, to select Council Members Mounce and Hitchcock to join with the City Clerk to choose the City of Lodi display in the new County administration building.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-6 Accept Short-Range Transit Plan (PW)

City Manager King briefly introduced the subject matter of the short range transit plan.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the short range transit plan. Specific topics of discussion included route recommendations, scheduled brochures, transit website, marketing program, and recommended adoption of plan.

In response to Council Member Mounce, Jeffrey Flynn of Nelson/Nygaard Consulting, confirmed that there is now a stop scheduled for the Lodi Avenue and Stockton Street location near Smart and Final.

In response to Council Member Mounce, Traffic Engineer Paula Fernandez stated the City does have Americans with Disabilities Act (ADA) paratransit which is the Vine Line, ADA paratransit works on a reservation system per federal guidelines and regulations, staff will continue to look into the double fare situation for same day service, the drivers and buses for services are the same, same day service does not take priority over reservation, and federal guidelines require separate names for the services.

In response to Council Member Mounce, Ms. Fernandez and the scheduling agent confirmed that reservations are priority, same day service is noted differently, pre-approved handicap cards are not required, and ADA certification would have priority if everyone could not be accommodated.

Council Member Mounce made a motion, second by Mayor Hansen, to accept the Short-Range Transit Plan.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: None

Absent: None

K-7 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$57,065.06) (CA)

Council Member Johnson made a motion, second by Mayor Hansen, to approve expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$57,065.06, as further detailed in the staff report.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Noes: Council Member Hitchcock

Absent: None

L. Ordinances - None

M. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 11:54 p.m., in memory of Surendra "Sunny" Patel, owner of Wine Country Inn and member of the Lodi Tourism Business Improvement District Advisory Board, who passed away on March 24.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 13, 2009**

A. Roll call

The Special City Council meeting of May 13, 2009, held at the Hutchins Street Square, 125 South Hutchins Street, Lodi, was called to order by Mayor Hansen at 6:42 p.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Public Hearings

- B-1 Public Hearing to Consider the Appeals Filed by Wal-Mart Stores, Inc., Browman Development Company, Lodi First, and PAQ, Inc. Regarding the Decision of the Planning Commission to Deny Use Permit (U-02-12) Concerning the Construction of a Commercial Center in a C-S, Commercial Shopping District, and the Sale of Alcoholic Beverages at the Proposed Wal-Mart Supercenter; Vesting Tentative Parcel Map (03-P-001) Concerning the Creation of 12 Parcels for the Project; and Site Plan and Architectural Review (08-SP-08) Concerning Site Plan and Architectural Review of a Proposed Wal-Mart Supercenter at the Proposed Lodi Shopping Center Located at 2640 West Kettleman Lane (Collectively "the Project"); and Further Consider Approval of the Project and Consider Adopting Findings and Statements of Overriding Considerations Pursuant to the California Environmental Quality Act (CEQA)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Hansen called for the public hearing to consider appeals filed by Wal-Mart Stores, Inc., Browman Development Company, Lodi First, and PAQ, Inc. regarding the decision of the Planning Commission to deny Use Permit (U-02-12) concerning the construction of a commercial center in a C-S, Commercial Shopping District, and the sale of alcoholic beverages at the proposed Wal-Mart Supercenter; Vesting Tentative Parcel Map (03-P-001) concerning the creation of 12 parcels for the project; and Site Plan and Architectural Review (08-SP-08) concerning site plan and architectural review of a proposed Wal-Mart Supercenter at the proposed Lodi Shopping Center located at 2640 West Kettleman Lane (collectively "the Project"); and further consider approval of the project and consider adopting findings and statements of overriding considerations pursuant to the California Environmental Quality Act.

The following quasi-judicial disclosures were made at the beginning of the meeting:

Mayor Hansen disclosed a telephone call with Daryl Browman regarding the requirement for another business to go into any vacated structures should the proposed project be approved. Council Member Hitchcock disclosed a telephone call with Brett Jolley regarding obtaining a copy of the report referred to in the prior meeting, which indicated no net tax gain from the proposed project.

Mayor Pro Tempore Katzakian disclosed a telephone call with Daryl Browman regarding generally answering any additional questions or providing additional clarification regarding the proposed project.

City Attorney Schwabauer reported on a letter received earlier during the day from Rancho

San Miguel Markets regarding a possible conflict of interest by way of Sacramento Kings tickets given by Chris Podesto, Food 4 Less representative and second cousin of Chris Katzakian, wife of Mayor Pro Tempore Katzakian, and utilized by Lauren Katzakian, the daughter of Mayor Pro Tempore Katzakian. Mr. Schwabauer opined that, based on the fact pattern described in the letter and the limited time in which he has researched the matter, Mayor Pro Tempore Katzakian does not have a conflict for Fair Political Practices Commission purposes because he did not exercise any control or decision making over the ticket, did not incur any benefit from the ticket because it was directly used by his adult daughter and her friend, and there is no other indication to show he received any kind of benefit from the ticket.

Donald Mooney, attorney for Citizens for Open Government, in light of the late receipt of the letter, requested the meeting be postponed to allow for additional research time, or in the alternative that recusal occur.

Andrea Leisy, attorney for Browman Development, concurred with City Attorney Schwabauer that a conflict of interest does not exist and requested the meeting continue.

Brett Jolley, attorney for Lodi First, echoed the statements by Donald Mooney, stating he would like additional time to research the matter further in light of the late receipt of the letter.

Alexis Pelosi, attorney for Wal-Mart, concurred with the City Attorney and requested that the meeting go forward.

Mayor Hansen stated he would like to proceed. Council Member Hitchcock requested more time to research the matter. Council Member Johnson stated he would like to proceed because the overall matter is still going back to the courts and is not finished tonight. City Attorney Schwabauer stated he would like more time to research the matter but is confident based on what he has currently researched and provided.

Council Member Hitchcock made a motion, second by Council Member Mounce, to continue the meeting to a future date in order to allow for additional time for the City Attorney to review the possible conflict of interest matter.

VOTE:

The above motion **failed** by the following vote:

Ayes: Council Member Hitchcock and Council Member Mounce

Noes: Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Hansen

Absent: None

Interim Community Development Director Rad Bartlam presented a PowerPoint presentation regarding the Lodi Shopping Center. Specific topics of discussion included use permit, vesting tentative map, site plan and architectural review, background of proposed project, zoning and vicinity map, aerial view, use permit overview, site plan map, tentative map overview, vesting tentative parcel map, overview of site plan and architectural review, proposed landscape plan, elevations, and conclusions.

In response to Council Member Hitchcock, Mr. Bartlam stated page 16 of the proposed resolution, specifically conditions E and J, address Mr. Jolley's concerns in that they ensure that the project will meet all City ordinances and code requirements.

In response to Council Member Hitchcock, Mr. Bartlam stated Council is acting in the capacity of the Site Plan and Architectural Review Committee (SPARC), both process and design based changes will occur throughout the process, and all changes will be incorporated in a manner that meets code and ordinance requirements.

Daryl Browman of Browman Development Co. spoke in favor of the proposed project. Specific topics of discussion included the process over the previous nine years, the need for a decision to move forward or not, the large amount of public input and study of the project, solidifying the Lower Sacramento Road and Kettleman Lane intersection as a dominant retail section for the City and surrounding area, enhancing retail revenue streams for the future, the creation of new jobs, new construction spending in the area, proposed design features to enhance the community with a vintners theme, irrelevance of possible conflict of interest allegation, and confidence in efforts to lease any vacated space immediately.

In response to Mayor Hansen, Mr. Bartlam stated with respect to vacated space condition R of the proposed resolution, set forth on page 13, specifically addresses the concern. Mr. Bartlam read the condition verbatim for the public.

In response to Mayor Hansen, Mr. Browman stated the delay of the proposed project has been difficult in that the company has lost potential tenants for the space, which would be leased if the proposed project were to move forward. Mr. Browman stated he is very confident that the space itself can be leased quickly, several leases were signed in the last 12 months on other existing projects, he is committed to the community which is evident via his purchase of the existing building, Browman Development owns everything on that corner with the exception of the Taco Bell, and historically the company has a very good record of filling vacancies.

In response to Council Member Mounce, Mr. Browman stated the Food 4 Less business does very well at the existing site and the company would like it to continue doing well. He stated if the business did decide to leave he is confident that the business could be replaced easily.

In response to Council Member Hitchcock, Mr. Browman stated existing data indicates that the Supercenter does not put out other businesses in the area, sales tax dollars come in from the existing trade area, and the differences in businesses is key to their success.

A brief discussion ensued between Council Member Mounce and Mr. Browman regarding the positives and negatives associated with locating a Supercenter along a major freeway, referring to the Woodland project as an example.

Brett Jolley, attorney for Lodi First, spoke in opposition to the proposed project. Specific topics of discussion included concerns about urban decay, the historical aspect of vacated buildings, the lack of teeth in condition R, the need for urban decay to be mitigated through the Environmental Impact Report (EIR) process, the lack of Council jurisdiction because there was no effective decision made by the Planning Commission, design guidelines compliance, and the zoning concerns including set-backs for facades, architectural details on the sides of the building, and the parking area.

In response to Mayor Hansen, Mr. Jolley stated the term "Hierarchy of Land Uses" refers to the order of the laws of zoning regulations, including the Zoning Code, General Plan, etc.

In response to Council Member Hitchcock, Mr. Jolley stated he believes making the findings for overriding considerations is inappropriate because potential job creation and tax increases are not supported by substantial evidence, but rather a broad range of information and the Council needs additional information to make an informed decision.

In response to Mayor Hansen, Mr. Schwabauer stated that, based on case law and the City Council's practice, a 3-3 vote is a denial of the proposed project and the record indicates that the Planning Commission was done when it made that decision.

In response to Council Member Hitchcock, Mr. Schwabauer stated the 3-3 vote was an effective denial of the proposed project, Mr. Bartlam indicated it was a denial to the Planning Commission, and the Planning Commission did not put forth a motion to reconsider the matter. Mr. Bartlam stated page 51 of the transcript sets forth exactly what transpired, other business followed that evening, and he did not receive any comments about wanting to deliberate further.

Donald Mooney, attorney for Citizens for Open Government, spoke in opposition to the proposed project. Specific topics of discussion included the need for a reasonable range of alternatives, farmland mitigation that is greater than one to one, urban decay and changed economic conditions, global warming concerns to be addressed in the California Environmental Quality Act (CEQA), and the no project alternative as a choice.

Alexis Pelosi, attorney for Wal-Mart, spoke in favor of the proposed project. Specific topics of discussion included the long history of the proposed project, a \$1 million increase, contributions to downtown improvements, and the findings of substantial evidence notwithstanding that expert opinion can differ.

Elliott Stein, representing CBRE, spoke in regard to the estimated sales tax, property tax, and business tax referred to in a previous memo. Mr. Stein stated the numbers are consistent with the EIR and he was unable to find references to no sales tax increase in the ADE report.

In response to Council Member Hitchcock, Mr. Stein confirmed the anticipated sales tax number from the reports was approximately \$130,000.

Mr. Jolley briefly discussed the approximate numbers from all reports indicating about \$135,000 for sales tax, the need for an independent fiscal analysis, and the desire for further discussion by the Planning Commission based on his read of the transcript.

In response to Mayor Hansen and Council Members Johnson and Hitchcock, Mr. Schwabauer stated that, of the two reports by ADE, one was commissioned by the City and the other by Browman Development. He stated Wal-Mart had another consultant, which prepared its own report.

Mayor Hansen opened the hearing for public comment.

William Eichner spoke in opposition to the proposed project based on his concerns that big stores are driving out smaller businesses, the decrease in quality of life, and traffic.

Chris Wallace spoke in favor of the proposed project based on his belief of a double standard, the loss of two significant vacancy filler businesses, and the incidental benefits to surrounding businesses.

Dennis Norton spoke in favor of the proposed project based on his beliefs of benefit to the community and area organizations and overall benefits received by employees.

Marleen Borchers spoke in favor of the proposed project based on her belief of employee benefits, community benefits, and job creation.

Mark Anaforian spoke in opposition to the proposed project based on his concerns of the negative affect on other businesses. In response to Council Member Johnson, Mr. Anaforian stated he used to work for Longs Drugs as a regional manager and received negative input from other business managers throughout the area regarding the affects of a Supercenter.

Lorinda Jonard spoke in opposition to the proposed project based on her concerns regarding the

negative impact on the small town feel, sprawl and growth, American manufacturing, and global warming.

Pat Patrick, representing the Chamber of Commerce, spoke in support of the proposed project based on his beliefs in a regionally strong retail center, free enterprise, and consumer preference. In response to Council Member Hitchcock, Mr. Patrick stated currently there is not a commercial retailer on the Board. Council Member Mounce stated with respect to consumer preference the Consumer Report indicates Wal-Mart is 54 on the list for cost savings.

Bill Crowe spoke in favor of the proposed project based on his beliefs that the City is not a small town and the understanding of citizens that Measure R referred to a Wal-Mart Supercenter in its passage.

Stan Finberg spoke in opposition to the proposed project based on his concerns regarding the negative affects on other businesses in the community.

Steven Jones spoke in opposition to the proposed project based on his concerns regarding the negative affect on smaller businesses, traffic impacts, and the lack of factual information presented by Wal-Mart.

Mayor Hansen closed the public hearing after receiving no further comment.

In response to Council Member Mounce, Mr. Bartlam stated a wastewater type analysis as suggested on page 8, item 2, is generally prepared and submitted at plan check review time. Public Works Director Wally Sandelin concurred with Mr. Bartlam.

In response to Council Member Mounce, Mr. Bartlam stated if a request occurs pertaining to Item J for outdoor storage and display it will be going to SPARC for review and approval.

In response to Council Member Mounce, Mr. Bartlam stated based on his expertise he is very comfortable that the findings represented do properly reflect what the Council certified and authorized.

In response to Council Member Mounce, Mr. Bartlam confirmed that Planning Commissioner Olsen works for the city of Riverbank as an economic development manager and she did vote yes on the project.

Council Member Mounce requested additional information regarding a comment made by a speaker at a previous hearing that suggested there were 507 call outs for police for Wal-Mart. She also requested information regarding whether a Supercenter will cause that number to rise in light of the additional square footage that will be added.

Council Member Hitchcock provided an overview of the general comments she has received via email from various citizens and members of the public in opposition to the proposed project.

Council Member Hitchcock made a motion, second by Council Member Mounce, to deny the proposed project.

VOTE:

The above motion **failed** by the following vote:

Ayes: Council Member Hitchcock and Council Member Mounce

Noes: Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Hansen

Absent: None

Council Member Johnson provided general comments regarding his review of a Wal-Mart report for the city of Hanford and the community effect based on discussions with community members, including the mayor of Hanford.

In response to Council Member Johnson, Mr. Bartlam confirmed that Measure R did pass by approximately 57% in favor.

In response to Council Member Johnson, Mr. Bartlam stated the wage provided by Wal-Mart does not enter into staff recommendation.

Mayor Hansen provided general comments regarding a 2005 survey of mayors pertaining to the effects of Wal-Mart developing in their communities and his subsequent effort to update the survey, which indicated that when the mayors were asked most were willing to do it over again.

Council Member Johnson made a motion, second by Mayor Hansen, to adopt Resolution No. 2009-58 approving Use Permit File No. U-02-12 to allow the construction of a commercial shopping center in the C-S zone and allow the sale of alcoholic beverages at the Wal-Mart Supercenter; approving the Tentative Parcel Map 03-P-001 to create 12 parcels for the project relating to the Lodi Shopping Center; and providing the architectural approval of a new commercial building to be constructed at 2640 W. Kettleman Lane (Wal-Mart) and making findings and statements of overriding considerations pursuant to CEQA.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Hansen

Noes: Council Member Hitchcock, and Council Member Mounce

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:47 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 19, 2009**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 19, 2009, commencing at 7:02 a.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 General Presentation - Fiscal Year 2009/2010 General Fund Revenue Estimates and Various Funds' Fund Balance Estimates (CM)

City Manager King provided a PowerPoint presentation regarding the fiscal year 2009-10 Draft Budget General Fund Revenue Estimates. Specific topics of discussion included unemployment rates in March, poor job market, sales tax in decline, steep drop in retail sales, business closures, 13-year sales history, businesses hurting, property values declining, little home buying, State woes, Educational Revenue Augmentation Fund (ERAF) shift, fiscal sustainability, average general fund revenues, general fund reserve history, City policy regarding reserves, general fund by major sources, general fund history, property tax, property tax per capita, property tax distribution, sales and use tax, sales tax per capita, in-lieu franchise for electric (PILOT), in-lieu vehicle license fees (VLF), business license tax, transient occupancy tax (TOT), cable television franchise, natural gas franchise, fund balances, and department overviews of 2009-10 budget.

In response to Mayor Hansen, Mr. King stated the VLF used to be 1% and the current difficulty lies with both the back fill amount and the amount the State is charging to do the backfill.

In response to Council Member Mounce regarding Stephen Qualls' email requesting the City Council contact legislators, Mr. King stated the City Council does have scheduled at the next Council meeting for adoption a formal resolution opposing State take aways from local government.

In response to Council Member Johnson, Mr. King stated he is not sure how quickly the State will act if the propositions on the special election ballot do not pass as it is difficult to predict what the State will do and when.

In response to Mayor Hansen, Mr. King stated the proposed change to the State budget represents about \$6 billion if the propositions do not pass, with an additional amount for the gap through February. Council Member Mounce stated it is her understanding that the Governor does have two budgets ready to go: one if the propositions pass and one if they do not, which is of real concern to cities.

In response to Council Member Mounce, Mr. King stated the electric reserve for Lodi still remains below the average in comparison with other agencies and may be a consideration if the State takes away additional funding from the City. Council Member Mounce requested a listing of electric reserves for other agencies.

In response to Mayor Pro Tempore Katzakian, Mr. King stated the sales tax numbers for the in-lieu VLF is reflective of both County numbers and per capita numbers.

In response to Mayor Hansen, Mr. King stated staff is hopeful that the VLF number may go up if the dispute with the State over the amount and administration fee is resolved.

In response to Mayor Hansen, Mr. Bartlam stated the new Holiday Inn Express is under construction and a completion date is not yet available.

In response to Council Member Hitchcock, Mr. King stated staff is trying to be conservative with the budget based on what are realistic numbers for projections, without being overly conservative. Mr. King stated with respect to TOT numbers, Visit Lodi is using some of the same numbers and, while the Hampton Inn is rack rate based, the Holiday Inn Express is occupancy based.

In response to Mayor Hansen, Mr. King stated the City does not receive TOT from Flag City hotels as it goes to the County, but a bid assessment does go to the Lodi Conference and Visitors Bureau.

In response to Mayor Hansen, Deputy City Manager Jordan Ayers stated receipts for Flag City show about \$130,000 is revenue for both hotels for approximately a month.

In response to Council Member Mounce, Mr. Schwabauer stated the agreement with Flag City created about \$60,000 for the Conference and Visitors Bureau through the assessment.

In response to Mayor Hansen, Mr. King confirmed that Universal AT&T is the second cable company that pays the City a franchise fee other than Comcast.

In response to Mayor Hansen, Mr. Schwabauer stated a trench cut ordinance was previously considered by the City but it was not a priority. Mr. Schwabauer stated an additional 1% infrastructure fee could be charged to the cable companies.

In response to Council Member Mounce, Mr. Schwabauer stated the Legislature declared that AT&T cannot red line, although the legislation has no enforcement teeth so the practice continues.

In response to Mayor Hansen, Mr. Schwabauer confirmed that Universal AT&T is already an up and running cable company.

In response to Mayor Hansen, Mr. King stated the price of natural gas is going down which is the reason the corresponding number went down in the budget.

In response to Council Member Hitchcock, Mr. Schwabauer stated in 2008-2009 the gas prices went up due to events such as Katrina.

In response to Council Member Hitchcock, Mr. King stated for Police the department percentage compared to other departments increased, but the raw dollars decreased.

In response to Council Member Hitchcock, Mr. King stated the \$21,000 increase in non-departmental refers generally to transfers and debt service, which remains fixed although other numbers may fluctuate some.

In response to Mayor Hansen, Mr. Bartlam stated there have been approximately four housing starts this fiscal year.

In response to Mayor Hansen, Mr. Bartlam stated remodels and permits are up, however the value of the permits is down.

In response to Council Member Johnson, Mr. King stated the Library Trust Fund numbers are included in the Library Fund.

In response to Mayor Hansen, Mr. King stated for the Library the air conditioning was put in, remodel is continuing, new checkout counter is on its way, and there were some additional contributions to the youth area.

In response to Mayor Hansen, Mr. King stated Proposition 42 was enacted approximately seven years ago and the City has seen funds from that source perhaps once or twice at the most.

In response to Mayor Hansen, Mr. King confirmed the City Council could as policy strategically remove mistletoe infested trees in designated areas as opposed to other trees.

In response to Council Member Hitchcock, Mr. King confirmed the tree trimming contract is approximately \$40,000.

In response to Mayor Hansen, Mr. King stated the next street project is anticipated to start in August or September based on CalTrans desire to pothole along the railroad line for toxic substances.

In response to Mayor Hansen, Mr. Morrow stated the City should see some federal stimulus money in the next 90 days or so, on June 3 staff will be bringing forth some economic stimulus projects for Council consideration, and the application is due June 26.

In response to Council Member Hitchcock, Mr. King stated economic stimulation is coming through predesignated programs, such as the Justice Assistance Grant and Community Oriented Policing Services grants, and there is no general assistance coming for cities.

In response to Council Member Johnson, Mr. King stated the Department of Justice grant was initially based on crimes and population; although, later everyone in the County had to come together and decide within one month as to how the funding would be split. Mr. King stated the energy grant was based on per capita numbers.

In response to Council Member Hitchcock, Mr. King stated the stimulus money could be used for projects, and not necessarily operations, and there is a problem with not knowing how much money will be received or when.

In response to Council Member Hitchcock, Mr. King stated he is not aware of any guaranteed money from the stimulus programs other than police, although the amount will not be received until September. He stated that money will likely be used to fill vacancies.

In response to Council Member Hitchcock, Mr. King stated that, while the City expects to retain its range of services, the service levels will likely decline. Mr. King stated the services that may decline could include browning out an engine, a response with a truck or engine rather than both, delayed report generation in Police, and a continuation of the Friday Library closure.

In response to Mayor Hansen, Mr. King stated a summary of the service level reductions will be incorporated into the budget departmental presentations.

C. Comments by Public on Non-Agenda Items

Myrna Wetzel asked staff to look into the dying trees on Church Street between Kettleman Lane and the Vine/Tokay Street area.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:24 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 26, 2009**

The May 26, 2009, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 26, 2009**

A. Roll call

The Special City Council meeting of May 26, 2009, was called to order by Mayor Hansen at 7:06 a.m.

Present: Council Member Hitchcock, Council Member Johnson, Mayor Pro Tempore Katzakian, Council Member Mounce, and Mayor Hansen

Absent: None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. Regular Calendar

B-1 Receive and Review the Draft Fiscal Year 2009-10 Financial Plan and Budget (CM)

City Manager King provided a brief presentation regarding the draft Fiscal Year 2009-10 Financial Plan and Budget. Specific topics of discussion included fiscal year 2009-10 at a glance, Recession No. 33, unemployment rates, sales tax declines, property tax declines, economic conditions, Educational Revenue Augmentation Fund, fiscal sustainability, general fund and reserve level history and current levels, citywide staffing, bargaining group agreements, all fund revenues versus expenditures, property and sales tax statistics, in-lieu franchise for Electric Utility, vehicle license fees, business license tax, personnel costs, and departmental overviews.

Police Chief David Main presented the proposed budget for the Police Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Mayor Hansen, Chief Main stated currently there is one person assigned to parking enforcement and one to downtown bike patrol. Chief Main confirmed the services may be supplemented with volunteers and reserves.

In response to Council Member Mounce, Chief Main stated the individual doing crime prevention is also doing other tasks and the crime analysis position has been vacant for some time.

In response to Council Member Mounce, Chief Main stated with respect to position control the department has attempted to spread out the vacancies throughout the department so that one division is not hit particularly hard. Chief Main stated staff is using other resources such as software and the Partners for code enforcement efforts.

In response to Council Member Johnson, Chief Main confirmed that the school district does share in the cost for the school resource officer and all indications are that it will continue to do so.

In response to Council Member Hitchcock, Chief Main stated the increase in the safety equipment line item represents ballistic vest replacements with each vest running from \$800 to \$2,000. Deputy City Manager Jordan Ayers stated the 7333 line item is assigned to each department based on the actual cost to operate vehicles for that particular department, and general vehicle replacement is in another line item.

In response to Council Member Hitchcock, Chief Main confirmed the People Assisting the Lodi Shelter contract will be approximately \$50,000 and is contained in the Animal Services portion of

the budget. Chief Main stated there has been some increase in cost related to boarding up businesses and residences due to foreclosures.

In response to Council Member Mounce, Chief Main stated the issue of take home vehicles for the Police Department has been closely reviewed and only those needing to respond in emergencies are taking home the vehicles. Mr. King confirmed that staff is taking a closer look at citywide usage of cellular phones as that line item also includes radio usage.

In response to Council Member Hitchcock, Chief Main stated policy indicates a 30-minute response time, 4 to 5 vehicles are taken out of town, and 16 vehicles total are taken home for the Police Department.

Fire Chief Mike Pretz presented the proposed budget for the Fire Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Council Member Johnson, Chief Pretz stated some Fire Marshal tasks such as inspections have been running behind and there is an ongoing departmental effort to address that.

In response to Council Member Johnson, Chief Pretz stated they have met with Woodbridge and Mokelumne and both agencies are facing similar situations as the City due to budget constraints.

In response to Mayor Hansen, Chief Pretz stated of the Fire Department calls, about 70% are emergency responses and 30% are responses to structure fires and hazardous materials. Chief Pretz stated that, although there may be some delay in response times, he is not aware of any other issues with AMR.

In response to Mayor Hansen, Chief Pretz stated that, although there is still some overtime used, it generally comes in the form of comp time and overall overtime costs have gone down.

In response to Mayor Hansen, Chief Pretz stated on average the department receives 20 calls a month for fires that could be related to cars, grass, and structures.

In response to Council Member Mounce, Mr. Ayers stated the PL and PD line item is a cost that is assigned to each department and there was a one-year hiatus from the previous year because there was a sufficient amount in reserves for insurance.

In response to Council Member Mounce, Chief Pretz stated cellular phone usage for the Fire Department includes pagers and air cards for firefighters used to communicate with engines, dispatch, and stations.

In response to Council Member Hitchcock, Mr. King stated the Fire Chief is retiring through the additional service credit option and there is an obligation to keep that position or an equivalent position open. Mr. King stated he anticipates there would be an interim chief position leaving a management position open.

In response to Council Member Hitchcock, Mr. King stated it is anticipated that the fire operations side will remain unchanged, the acting fire chief will be more active on the fire prevention side, and construction permits will be handled by Community Development.

In response to Council Member Hitchcock, Chief Pretz stated he anticipates for the upcoming year that things with serious consequences will continue to get done and things with inconvenient consequences such as report generation will experience delays. Mr. King stated the proposal is

to brown out apparatus and not stations.

Public Works Director Wally Sandelin presented the proposed budget for the Public Works Department for the 2009-10 fiscal year specifically discussing the department's anticipated expenditures, staffing, accomplishments, and goals.

In response to Mayor Hansen, Mr. Sandelin stated construction on the Lodi Avenue project will likely commence in August or September after CalTrans gives its approval.

In response to Mayor Hansen, Mr. Sandelin stated the turn around on graffiti is approximately one day, about \$90,000 is budgeted for graffiti removal, and a portion of that amount comes from the Community Development Block Grant program.

In response to Council Member Hitchcock, Mr. King stated the building across the street is listed in the Public Works budget because Public Works includes all facilities.

In response to Mayor Hansen, Mr. Sandelin stated the cost for the White Slough improvements mandated by the State were approximately \$40 million and staff will be coming to Council to spend down the remaining Certificates of Participation. Mr. King stated there are ongoing operational costs and staff may be seeking additional positions for compliance purposes at a future time. Mr. Schwabauer stated typically once an agency receives a permit, it is good for a five-year period so long as the agency remains in compliance, although there could be some changes.

In response to Mayor Hansen, Mr. Schwabauer stated the permit is currently with the State Board, it will need to go back to the Regional Board, and the City will likely not see the permit for another three to six months.

In response to Council Member Johnson, Mr. Schwabauer stated the five-year time period starts from the date of expiration of the permit, which was 2007.

In response to Mayor Pro Tempore Katzakian, Mr. Sandelin stated the transmission line repair was rolled into capital funding for last year.

In response to Council Member Mounce, Mr. Sandelin and Management Analyst Rebecca Areida confirmed that the personnel transfers were made to water and wastewater and, while estimates are generally based on the previous year numbers, the department is now using a tracking system that will provide greater accuracy.

In response to Mayor Hansen, Mr. Sandelin confirmed that the city of Stockton did scale down on its bigger sized buses and Lodi is looking to do the same as its older buses are ready to be replaced.

In response to Mayor Hansen, Mr. Sandelin stated that, as a part of the short range transit and marketing plans as previously presented, an increase in fares was projected, which may come from an increase in ridership or rate increases.

In response to Mayor Hansen, Mr. Sandelin stated the City received about \$600,000 from Proposition 42 last year and staff is aware that may go away.

In response to Council Member Hitchcock, Mr. Sandelin stated the work for others category involves work that street crews do for other departments, including traffic control at the Grape Bowl and paving work at the new substation. Mr. Sandelin stated that type of work will likely be going down next year to about \$233,000.

In response to Council Member Mounce, Mr. Sandelin stated he is not aware of any street sign replacement schedule as there is no specific lifetime on the signs and they are replaced when it becomes necessary.

In response to Council Member Hitchcock, Mr. King stated the maintenance and efforts portion of the Streets Division will likely stay the same.

Myrna Wetzel commended the Public Works Department for its ongoing efforts to properly maintain the streets in the City.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:29 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposal and Authorize Advertisement for the Inspection, Adjustments and Maintenance Tests of Two Power Transformers at Henning Substation (EUD)

MEETING DATE: June 3, 2009

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Approve a Request for Proposal and Authorize Advertisement for services to perform inspection, adjustments, and maintenance tests of two power transformers and associated load tap changers at Henning Substation.

BACKGROUND INFORMATION: There are two 31.25 MVA power transformers and associated load tap changers (LTC's) installed at Henning Substation. One transformer has been in operation since 1976 and the other since 1984. The last maintenance tests were conducted on these transformers in 2003.

Power transformers of this rating are typically maintained on a regular basis (five years or less). Since it has been approximately six years that comprehensive maintenance tests were conducted on these transformers, it is prudent to perform such work at this time. Staff proposes to contract this work because the job requires special tools, equipment and parts.

In order to maintain safe and reliable operation of the power transformers in Henning Substation, staff recommends the approval of this request. Maintenance services shall be performed between October-November 2009.

FISCAL IMPACT: Estimated maintenance and repair cost is \$40,000.

FUNDING AVAILABLE: Account No. 160653.7323 – Substation Maintenance

Jordan Ayers
Deputy City Manager/Internal Services Director

George F. Morrow
Electric Utility Director

PREPARED BY: Demy Bucaneg, Jr., P.E., Assistant Electric Utility Director

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue

MEETING DATE: June 3, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept the improvements under the Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue contract.

BACKGROUND INFORMATION: The contract for this project was awarded to G&L Brock Construction, of Stockton, on January 21, 2009, in the amount of \$25,735.28.

This project consisted of trenching and installing approximately 204 linear feet of 8-inch ductile iron pipe and other incidental and related work, all as shown on the plans and specifications for the project. This section of the water pipe at Lodi Avenue and Sacramento Street was identified as needing improvements in the 1990 Water Master Plan prepared by the City's consultant, Psomas. The installation of this water main will rectify the existing water system deficiencies in the area and provide more reliable fire protection to the surrounding properties.

The contract completion date was April 13, 2009, and the actual completion date was April 10, 2009. The final contract price remained unchanged from the original contract amount of \$25,735.28.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance of the added water pipe.

FUNDING AVAILABLE: Funding for this project is included in the FY 08/09 Budget in the Water Capital Fund (181).

F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
cc: Water Services Manager
Senior Civil Engineer Chang

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Accepting Improvements under Contract for the Blakely Park North Pool Deck Improvements, 1050 S. Stockton Street

MEETING DATE: June 3, 2009

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt a resolution accepting the improvements for the Blakely Park North Pool Deck Improvements, 1050 S. Stockton Street.

BACKGROUND INFORMATION: The project was awarded to Greg Carpenter Concrete, Inc of Lodi on February 4, 2009, in the amount of \$44,917.50. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The north pool deck work consisted of providing all labor, materials and equipment to install approximately 7,350 square feet of polymer concrete trowel knockdown finish over the existing concrete pool decking. Work also included adjustments of existing utility service box lids within the pool deck area, grinding all existing concrete construction joints, pressure washing, 225 lineal feet of crack repair, installation of 20 8-inch square ceramic tile pool markers and two applications of color coats.

The contract completion date was May 8, 2009. The final contract price was \$46,901.50. The difference between the contract amount and final contract price is due to one change order that addressed the installation of additional caulking for the saw cut joints.

Following acceptance by the City Council, as required by law, the Park Superintendent will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There is no direct impact to the Parks and Recreation Department budget for the installation of the new polymer concrete finish. Community Development Block Grant funds were used for pool improvements.

James M. Rodems
Interim Parks and Recreation Director

cc: City Attorney
Steve Dutra, Park Superintendent

Wes Fujitani, Sr. Civil Engineer

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING IMPROVEMENTS UNDER CONTRACT FOR
THE BLAKELY PARK NORTH POOL DECK
IMPROVEMENTS, 1050 S. STOCKTON STREET

=====

WHEREAS, the project was awarded to Greg Carpenter Concrete, Inc. of Lodi on February 4, 2009, in the amount of \$44,917.50; and

WHEREAS, the contract has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, the north pool deck work consisted of providing all labor, materials and equipment to install approximately 7,350 square feet of polymer concrete trowel knockdown finish over the existing concrete pool decking; and

WHEREAS, work also included adjustments of existing utility service box lids within the pool deck area, grinding all existing concrete construction joints, pressure washing, 225 lineal feet of crack repair, installation of (20) 8-inch square ceramic tile pool markers and (2) applications of color coats; and

WHEREAS, the contract completion date was May 8, 2009, with a final contract price of \$46,901.50. The difference between the contract amount and final contract price is due to one change order which addressed the installation of additional caulking for the saw cut joints.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under contract for the north pool deck improvements at Blakely Park, 1050 S. Stockton Street.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Extension of Agreement with Unifirst Corporation, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$26,000)

MEETING DATE: June 3, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the extension of the agreement for the rental and cleaning of uniforms for certain maintenance and warehouse employees to Unifirst Corporation, of Stockton.

BACKGROUND INFORMATION: As per Council Resolution 2004-117, the contract with Prudential Overall Service was canceled and awarded to Unifirst Corporation for the furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks divisions on May 14, 2004. The contract, which was set to expire on December 31, 2006, was renewed for 18 months by Council on November 1, 2006, per Resolution No. 2006-193. The contract contained an option to extend the contract for a period of 12 months, which the City did in June 2008. The current contract extension agreement, which will expire on June 30, 2009, contains an option to extend the contract for an additional term.

Unifirst has provided excellent service and has proven responsive to the needs of the divisions. Staff feels that the extension of this contract is in the best interest of the City due to its proven service, which minimizes staff time to monitor the contract and services for compliance.

Staff is recommending that the contract extension be granted for a term of 24 months. The contract with Unifirst Corporation would extend to June 30, 2011. The contract is on a price-per-unit basis, and the extension would allow for an increase of those prices based on the Consumer Price Index, not to exceed 5 percent for each year, on September 1, 2009 and September 1, 2010.

FISCAL IMPACT: The annual contract amount is anticipated to be approximately \$26,000.

FUNDING AVAILABLE: Funding for the service is budgeted in the individual operating accounts for Facilities Services (103511), Fleet Services (260561), Parks (107521, 107523), Purchasing (100422), Streets and Drainage (3215011), Water (180451), and Wastewater (170401) divisions.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida, Management Analyst
FWS/RA/pmf

cc: George M. Bradley, Streets and Drainage Manager
Curt Juran, Assistant Streets and Drainage Manager
Charles Swimley, Water Services Manager
Del Kerlin, Wastewater Treatment Superintendent

Randy Lipelt, Buyer
Dennis Callahan, Fleet and Facilities Manager
Steve Dutra, Parks Superintendent

APPROVED: _____
Blair King, City Manager

CONTRACT EXTENSION AGREEMENT
FOR UNIFORM RENTAL SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Renter", and UNIFIRST, hereinafter called "Contractor."

1. CONTRACT EXTENSION: Contractor and Renter, entered into a contract for uniform rental services, on December 6, 2006 providing that the contract could be extended by mutual agreement. On July 10, 2008 Contractor and Renter extended the contract for a period of twelve (12) months commencing on July 1, 2008 and terminating June 30, 2009 and increasing the rates by 5%.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of twenty-four (24) months, commencing July 1, 2009 and terminating June 30, 2011. All other terms, except price as set forth below, will remain as set forth in the Contract Agreement attached hereto as Exhibit A.
3. PRICES: On September 1, 2009 and September 1, 2010, prices may be increased in a percentage amount equal to the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California are, All Items (1982-84=100) for the twelve month period ending December 31 of the preceding calendar year, not to exceed 5%. Contractor shall, 30 days before rate increase is to take effect, submit in writing to the Renter their intent to raise prices and by what percentage they are to be increased.

IN WITNESS WHEREOF, Renter and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinafter called "Renter"


UNIFIRST, hereinabove called "Contractor"

BLAIR KING, City Manager

Attest:

RANDI JOHL, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER, City Attorney

UNIFORM RENTAL SERVICES
2007-2008

SECTION 4
CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "Unifirst", herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to execute and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed services as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - Deleted

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the City Representative under them, to-wit:

Furnish, launder, and deliver to the City of Lodi, garments and related items as follows:

COST PER WEEKLY CHANGE

1. Shirts

5 uniforms/week

Inventory shall consist of 11 shirts per employee. Weekly change consists of collection of 5 shirts per employee and delivery of 5 clean shirts per employee

- Dacron-Polyester/Cotton Blend Polo Shirts \$ 1.46

Describe blended materials:

Dacron: 65 % Cotton: 35 %

- 100% Cotton Polo Shirts \$ 2.34

- Dacron-Polyester/Cotton Blend Shirts \$ 1.46

Describe blended materials:

Dacron: 65 % Cotton: 35 %

- 100% Cotton Shirts \$ 2.34

Difference in price for long-sleeved shirts, if any \$.31

Number of buttons on front closing of shirt 6

2. Pants

Inventory shall consist of 11 pants per employee. Weekly change consists of collection of 5 pants per employee and delivery of 5 clean pants per employee.

- Dacron-Polyester/Cotton Blend Pants \$ 2.33

Describe blended materials:

Dacron: 65 % Cotton: 35 %

- 100% Cotton Pants \$ 2.81

- Denim Pants \$ 2.66

3. Rags

Weekly change consists of collection of 300 rags and delivery of 300 clean rags.

\$ 15.00

4. Towels

Weekly change consists of collection of 25 towels and delivery of 25 towels.

\$ 1.50

5. Floor Mats

Weekly change consists of collection of and delivery of 10 minimum floor mats.

(Mats \$3.00 each) \$ 30.00

Sales Tax applicable to rental: Yes _____ No _____

Measurements taken: _____ weeks after ratification of agreement

First delivery: _____ weeks after measurements have been taken

Terms: _____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to measure and deliver garments within 15 calendar days pursuant to this contract after the Mayor has executed the contract and to diligently prosecute to completion to the end of the contract term, June 30, 2008.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

Unifirst

By: [Signature]

General Manager
Title

CITY OF LODI

By: [Signature]
Blair King
City Manager

Date: 12/5/06

Attest: [Signature]
Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]
D. Stefan Schwabauer
City Attorney

6-01 DESCRIPTION OF WORK

The work consists of furnishing, laundering, and delivering to the City of Lodi, garments and related items. These items include, but are not limited to shirts, pants, floor mats, seat covers, and towels.

6-02 MEASUREMENTS AND FITTING

The supplier will measure and fit approximately sixty people for uniforms, including shirts and pants. Approximately 17 Parks Department employees will only be measured and fitted for shirts. Five employees will have polo shirts.

Prior to taking measurements, samples of the products to be supplied will be on site. That would include samples of the styles, colors, and materials which employees will wear. The City will notify supplier of the choices available to the employees.

6-03 DELIVERIES

Weekly deliveries shall be made to the Municipal Service Center at 1331 South Ham Lane, Building Maintenance Office at 221 West Pine Street, Parks and Recreation Department at 125 North Stockton Street, and White Slough Water Pollution Control Facility at 12751 North Thornton Road.

6-04 MEASUREMENT AND DELIVERY TIME

Measurement and delivery time will be part of the bid evaluation, and such times shall be clearly indicated on the proposal.

6-05 DIRTY CLOTHES RECEPTACLE

A receptacle large enough to hold a full week of dirty clothes shall be provided at each delivery/pickup site except at the Public Works Municipal Service Center site. A City supplied receptacle exists at this site. This will be included as part of the uniform cost and no additional charge will be allowed.

6-06 PRICES

All quoted prices shall be current and firm for at least thirty days after date of bid opening. Prices to be F.O.B. delivered, Lodi, California.

6-07 SALES AND USE TAXES

All quotations submitted shall include 7.75% California/local sales or use taxes where applicable.

6-08 INVOICES

- A. Invoices shall be issued every four weeks, and shall indicate changes and costs by week for the previous four weeks. Invoices shall also indicate as separate items any incidental charges, as well as any sales or use taxes, which may apply. All invoices shall be in duplicate.
- B. Payment by the purchaser shall not release supplier of the responsibility to fully carry out the bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.

6-09 GUARANTEES

In addition to any or all guarantees mentioned elsewhere herein, the supplier shall repair and/or replace, at no expense to the City of Lodi, any uniforms or related items that may develop defects due to faulty material, workmanship, normal wear or design, during the period of the agreement.

6-10 REFERENCES

The bidder shall provide, additionally and conjunctively, a list of references naming at least three current and local customers with whom the bidder has had a business relationship for at least one year. The list shall include names of contacts and telephone numbers at which those contacts can be reached.

6-11 PURCHASES

This transaction will be covered by a City of Lodi purchase order, and all terms included in the Notice to Bidders, Information to Bidders, Proposal and Specifications shall be binding.

6-12 PERIOD OF CONTRACT

The contract will be for a period of 18 months beginning at the time of the first delivery of uniforms to the Municipal Service Center.

6-13 OPTION TO RENEW

By mutual agreement, the supplier and City may enter into an agreement for a one-year extension of this contract based upon the same terms and conditions set forth herein.

6-14 CANCELLATION OF CONTRACT

The City of Lodi reserves the right to cancel the agreement with 30-day written notice if standards of quality or service fall below acceptable levels and supplier fails to correct noted deficiencies within a reasonable length of time.

CONTRACT EXTENSION AGREEMENT
FOR UNIFORM RENTAL SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this 10th day of July, 2008, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Renter", and UNIFIRST, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and Renter, entered into a contract for uniform rental services, on December 6, 2006 providing that the contract could be extended by mutual agreement.
2. PRICES: The prices set forth in the Contract Agreement attached hereto as Exhibit A will remain in effect until August 31, 2008. On September 1, 2008, prices may be increased in a percentage amount equal to the Consumer Price Index, not to exceed 5%.
3. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of twelve (12) months, commencing July 1, 2008 and terminating June 30, 2009. The Contract may be extended by mutual agreement, for an additional term as specified. All other terms will remain as set forth in the Contract Agreement attached hereto as Exhibit A.

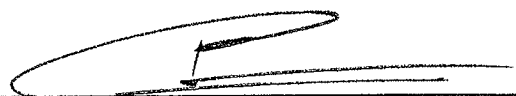
IN WITNESS WHEREOF, Renter and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinafter called "Renter"

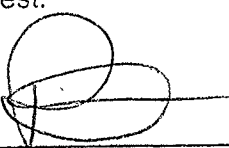
UNIFIRST, hereinabove called "Contractor"



BLAIR KING, City Manager



Attest:



RANDI JOHL, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER, City Attorney

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
EXTENSION OF THE CONTRACT FOR RENTAL AND CLEANING OF
UNIFORMS FOR CERTAIN FIELD AND WAREHOUSE EMPLOYEES

=====

WHEREAS, pursuant to Council Resolution No. 2004-117, the contract with Prudential Overall Service was cancelled and awarded to Unifirst Corporation for the furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks Divisions on May 14, 2004, with an expiration date of December 31, 2006; and

WHEREAS, pursuant to Council Resolution No. 2006-193, the contract with Unifirst Corporation was extended for 18 months through June 30, 2008, and for an additional 12 months through June 30, 2009, pursuant to Council Resolution No. 2008-109; and

WHEREAS, Unifirst Corporation has agreed to provide service for 24 additional months; and

WHEREAS, the contract is on a price per unit basis, and the extension would allow for an increase of those prices based on the Consumer Price Index, not to exceed 5 percent for each year, on September 1, 2009 and September 1, 2010; and

WHEREAS, staff recommends extending the contract with Unifirst Corporation for 24 months through June 30, 2011; and

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchase of supplies, services, or equipment when it is in the best interest of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize extending the contract for furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks Divisions with Unifirst Corporation, of Stockton, California, for 24 months through June 30, 2011; and

BE IT FURTHER RESOLVED the contract is on a price per unit basis, and the extension would allow for an increase of those prices based on the Consumer Price Index, not to exceed 5 percent for each year, on September 1, 2009 and September 1, 2010.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Additional Professional Services Task Order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Discharge Permit Compliance Activities (\$198,000) and Appropriating \$250,000

MEETING DATE: June 3, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an additional professional services task order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility discharge permit compliance activities in the amount of \$198,000 and appropriating \$250,000.

BACKGROUND INFORMATION: White Slough WPCF is experiencing significant biosolids storage capacity limitations during winter months and the potential loss of future land application options during warm months due to permit requirements. The proposed biosolids storage and dewatering facilities will allow for removal of biosolids during periods when they cannot be land applied. Additional operational goals include:

- Providing additional biosolids storage capacity; and
- Providing the capability to remove one biosolids storage lagoon from service and perform maintenance while the plant remains in operation.

Constructing a biosolids dewatering and storage facility will assist the City of Lodi in meeting future discharge permit requirements and provide additional biosolids handling capacities. The structure will consist of an 8-foot high platform with a steel canopy roof for the dewatering equipment and the chemical feed equipment. The dewatering equipment will consist of two skid-mounted rotary fan presses. Appurtenant facilities will include piping, pumps, and covered storage bays for the dewatered sludge. The estimated cost of construction is \$3.5 million that will be paid from the bond proceeds for the White Slough WPCF construction projects. The project will be constructed in early 2010.

The White Slough WPCF Master Plan developed prior to the 2003 Phase 1 Improvements project anticipated that biosolids may become an issue during future permit applications and discussed the dewatering facility.

Staff is requesting an additional task order to the existing Master Agreement with West Yost Associates be approved for professional services for the design work necessary for this facility to be constructed (proposal attached). West Yost Associates has designed the Phase 1 through 3 construction projects and is uniquely qualified to design the biosolids dewatering and storage facilities. This may be the final

APPROVED: _____
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Additional Professional Services Task Order with West Yost Associates, of Davis, for White Slough Water Pollution Control Facility Discharge Permit Compliance Activities (\$198,000) and Appropriating \$250,000

June 3, 2009

Page 2

design task order for this round of plant upgrades. In preparation for the next permit cycle, staff plans to re-qualify the City's wastewater consultant for this future work.

The requested funding includes design work, plan check fees and other costs associated with the project design.

FISCAL IMPACT: Funding is available from the unused 2007 Wastewater COP fund balance.

FUNDING AVAILABLE: Requested Appropriation:
\$250,000 2007 Wastewater COP Funds (172026)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pmf

Attachment

cc: Purchasing Officer
Water Services Manager

January 9, 2009

Mr. Charles Swimley
City of Lodi
Municipal Service Center
1331 South Ham Lane
Lodi CA 95242-3995

SUBJECT: Proposal for Engineering Services—Biosolids Dewatering Facilities for
White Slough WPCF, Lodi, CA

Dear Charlie:

We appreciate this opportunity to provide a proposal for completing design work on the Biosolids Dewatering and Storage Facilities, and we look forward to working with you on this important project for the White Slough WPCF.

BACKGROUND

White Slough is experiencing significant capacity limitations in biosolids storage Lagoon No. 2. The City of Lodi (City) has recently completed concrete lining of Storage Lagoon No. 1 and the structural portion of a sludge pump station. In the near future, the City intends to complete the mechanical and electrical equipping of the sludge pump station and construct a dewatering facility and a dewatered biosolids storage facility.

West Yost Associates (WYA) completed a preliminary design effort for these facilities in April, 2008. The resulting documents consisted of two technical memorandums and preliminary plan and section drawings. The preliminary drawings are attached to this proposal. Technical Memorandum No. 1 (April 16, 2008) presented an analysis of present and projected future biosolids production rates for the Lodi plant. Technical Memorandum No. 2 (May 12, 2008) was an examination of the cost of three alternative approaches to dewatering and dewatered solids handling. The preliminary design also included initial sizing of the sludge pump, the lagoon mixers, and the rotary fan press dewatering units.

PROJECT UNDERSTANDING

We understand that the City intends to complete construction of the sludge pump station, construct a dewatering facility, and construct a biosolids storage facility which includes two months of biosolids storage, as recommended in Technical Memorandum No. 2. The dewatering and storage facilities are to be located west of the digester complex and south of the sludge storage lagoons, on land that was used for the soil stockpile during Phase 3 construction. Dewatered and stored biosolids will either be land applied using a custom spreading service, typically prior to planting in spring and fall, or disposed of off-site by a contracted service provider.

SCOPE

WYA will provide engineering design for biosolids pumping, dewatering and storage facilities. The design will include:

1. Detailed mechanical design and electrical design of the sludge pump station. We expect the design to include the capability to start the sludge pump in a low-head, recirculating mode in order to establish flow, and the capability to flush sludge piping with recycled water. The design will also include recycled water piping to the dewatering facility. Because the sludge pump will see a wide range of sludge consistencies with varying solids concentrations, the pump will be equipped with a variable-frequency drive;
2. Design of the dewatering facility. The dewatering facility will consist of an approximately 5,000-gallon temporary storage tank for pumped sludge; two rotary fan press skids with integral sludge pumps, polymer injection and controls; and a screw conveyor for transferring dewatered solids to the storage facility. We expect to design the dewatering facility to allow for the selection of either Prime Solutions or Fournier rotary presses, both of which were pilot tested at White Slough. We expect the facility to be an open, steel-framed structure. The dewatering facility will also include a small heated prefabricated building for polymer storage and dispensing;
3. Design of the biosolids storage and loading facility. The structure is expected to consist of three approximately 50-foot wide concrete bays of varying lengths. We expect the roof structure to be a conventional steel structure, however, we will examine the possibility of using a pre-engineered/pre-fabricated roof design as a cost-saving measure; and
4. Grading and paving design for truck access to the biosolids storage facility. We expect access to be from the south, via the road leading to the NCPA facility.

Task 1. Prepare 75 Percent Complete Design Submittal

We will prepare a 75 percent complete design submittal. The 75 percent complete design submittal will include process & instrumentation diagrams, site plans, overall structural and mechanical plans, and an updated estimate of probable construction cost. Six (6) sets of documents will be submitted for review. This submittal is intended to allow City staff and other members of the project team to review and comment on the design approach prior to completing detailed design of each project component. WYA will perform a general quality assurance review of all documents prior to submission. Task 1 includes the following:

1. Attend design kickoff and site inspection meeting, and attend up to two additional meetings or site inspections;
2. Provide Civil, Structural, Mechanical and Electrical drawings and Process and Instrumentation Diagrams (P&IDs) at the 75 percent complete design level; and
3. Provide drafts of Division 0 and Division 1 Technical Specifications.

Task 2. Prepare 100 Percent Complete Design Submittal

We will prepare a 100 percent complete design submittal for final review and comment by the City and plant staff. The 100 percent complete design submittal will reflect all comments regarding the 75 percent complete submittal, and will be a complete biddable set. Final drawings will be submitted on polyester film and in electronic (AutoCAD 2007) format. Final specifications will be submitted on printer-ready letter size paper, and in electronic (Microsoft Word 2003) format. Task 2 includes the following:

1. Revise 75 percent complete design documents to reflect City and WYA design team review comments; and
2. Prepare Division 2 through Division 16 Technical Specifications.

Task 3. Cost Estimate

On completion of the design we will provide an opinion of the probable cost of construction.

Task 4. Project Management

This task consists of tracking progress, schedule, and budget; coordinating with subconsultants; and ensuring that the City's expectations are met in all aspects of the project. WYA's internal project management tools will be utilized to provide timely, detailed accounts of budget status to the project manager. Project progress will be tracked by the project manager on a regular basis and compared to the schedule and budget status to control costs and ensure timely delivery of services.

ASSUMPTIONS

Our proposal is based on the following assumptions:

- No environmental compliance is included.
- No city building department review or compliance is included.
- Design services during construction are not included.

BUDGET AND SCHEDULE

The proposed budget for each work task is shown in Table 1.

Table 1. Proposed Budget

Task	Budget, dollars
Task 1. 75 Percent Design Submittal	130,000
Task 2. 100 Percent Design Submittal	54,000
Task 3. Cost Estimate	7,000
Task 4. Project Management	7,000
Total	198,000

We will not exceed the proposed budget without prior authorization from the City.

A preliminary design schedule with major milestones is shown in Table 2, and is based on an assumed date of March 2, 2009, for Notice to Proceed.

Table 2. Proposed Design Schedule

Milestone	Date
Notice to Proceed	March 2, 2009
75 Percent Complete Design Submitted	April 15, 2009
Receive 75 Percent Comments from City	May 5, 2009
100 Percent Design Submittal	May 27, 2009
Receive 100 Percent Comments from City	June 10, 2009
Final Design Submittal	June 24, 2009

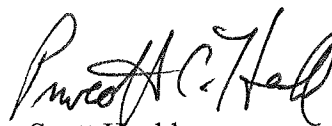
Again, we appreciate the opportunity to provide engineering services for the City of Lodi. Please call either of the undersigned if you have any questions or comments.

Sincerely,

WEST YOST ASSOCIATES



David J. Anderson
Engineering Manager



Scott Heald
Project Engineer

DJA:PCH:nmp

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
ADDITIONAL TASK ORDER FOR WEST YOST ASSOCIATES
FOR WHITE SLOUGH WATER POLLUTION CONTROL
FACILITY DISCHARGE PERMIT COMPLIANCE ACTIVITIES
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, White Slough Water Pollution Control Facility is experiencing significant biosolids storage capacity limitations during winter months and the potential loss of future land application options during warm months due to permit requirements. The proposed biosolids storage and dewatering facilities will allow for removal of biosolids during periods when they cannot be land applied; and

WHEREAS, constructing a biosolids dewatering and storage facility will assist the City of Lodi in meeting future discharge permit requirements and provide additional biosolids handling capacities; and

WHEREAS, staff recommends an additional task order to the existing Master Agreement with West Yost Associates be approved for professional services for the design work necessary for this facility to be constructed because they are uniquely qualified to design the biosolids dewatering and storage facilities; and

WHEREAS, the funding appropriation includes design work, plan check fees and other costs associated with the project design.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize an additional task order with West Yost Associates, of Davis, California, for White Slough Water Pollution Control Facility discharge permit compliance activities in the amount of \$198,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$250,000 be appropriated from 2007 Wastewater COP funds.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Enter into a Contract with InSite Environmental, Inc. to prepare an Environmental Impact Report for the Proposed Lodi West 60-kV Power Line Project to be located west of Lodi (CDD/EUD).

MEETING DATE: June 3, 2009

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with InSite Environmental, Inc. to prepare an Environmental Impact Report for the proposed Lodi West 60-kV Power Line Project that will extend between the western edge of Lodi and NCPA's STIG Plant located on the City's White Slough property 1.5 miles south of Highway 12 and west of Interstate 5.

BACKGROUND INFORMATION: Staff is proposing that the City enter into a contract with InSite Environmental to prepare an Environmental Impact Report (EIR) for the proposed Lodi West 60-kV Power Line project. This project is being proposed by the City of Lodi Electric Utility Department to provide a secondary path to supply the City with electricity. Currently, the City receives its electric power through a single "pipe" (composed of three power lines) that emanates from a single source - PG&E's Lockeford Substation east of the City. Because PG&E's substation is the sole source of electricity for Lodi, certain electrical disruptions result in the entire City being without electric power until the problem is addressed. EUD has identified a number of total City blackouts that have occurred in the past decade as a result of this single "pipe" arrangement.

A new power line (double circuit) extending from the western side of the City to a location adjacent to the City's White Slough wastewater treatment facility near I-5 will provide the City with a secondary source of power. This will make the system more reliable by providing two separate sources to import power into the City. Because of the nature of the project, Staff felt that an Environment Impact Report should be prepared to identify any potential environmental impacts that may result from the project. The contract amount with InSite Environmental (\$137,793.08) exceeds the City Manager's signature authority.

Staff issued a Request for Proposals (RFP) for the environmental services and received responses from four firms. Staff determined that InSite Environmental was ably qualified to provide environmental services for the power line project. InSite Environmental has done a number of similar power line projects for other electric utility agencies and has extensive experience in San Joaquin County. Additionally, InSite Environmental submitted the lowest bid (\$137,793.08) of the four consulting firms that responded to the RFP. The consultant will prepare the EIR and the related environmental documents under the supervision of City staff. Authorizing the City Manager to enter into this contract is not an endorsement of the project.

APPROVED: _____
Blair King, City Manager

FISCAL IMPACT: The contract amount will be \$137,793.08.

FUNDING AVAILABLE: The funding will come from the Electric Utility Department (161677.1820).

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

Cc: George Morrow

RB/dm/kc

Attachments: InSite Environmental Professional Services Contract & Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2009, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INSITE ENVIRONMENTAL, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured's insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: InSiteEnvironmental, Inc
Charles Simpson, Principal
6653 Embarcadero Drive, Suite Q
Stockton, CA 9521

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form,

which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____



March 31, 2009

Konradt Bartlam, Interim Director
Lodi Community Development Department
City Hall
221 West Pine Street
Lodi, CA 95241

Re: City of Lodi Electrical Utilities Department "Lodi West 60-kV Power Line Project"

Dear Mr. Bartlam,

On behalf of Insite Environmental, I appreciate the opportunity to submit this proposal for preparation of the Environmental Impact Report (EIR) for the Lodi West 60-kV Power Line Project. InSite is very excited about this project; it is located near our offices in north Stockton and presents us with another opportunity to work with the City of Lodi. InSite has in-depth experience in the Lodi-Stockton vicinity, and we also bring to the table substantial experience in the environmental review of electrical transmission lines.

The Lodi West Project would involve the construction of approximately six miles of 69-kV transmission line, approximately half of which would be located on joint poles with PG&E facilities. The proposed transmission line would link the existing NCPA facility at the city's White Slough Facility with the City's Westside substation. The proposed line passes through the influence area of Kingdon Airpark, and the proposed facilities are within the viewshed of several existing homes along the proposed alignment. Although wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County, the proposed transmission line is located in the politically sensitive area separating Lodi and Stockton.

The City of Lodi retained consultants to evaluate the feasibility of the proposed project and to engage in stakeholder meetings with PG&E, agencies and members of the public. In spite of these efforts, and following the evaluation of several alternatives, the proposed project remains potentially controversial. As a result, the City has required the preparation of an EIR before it considers project approval.

InSite Environmental has had extensive experience in the preparation of CEQA documents for electrical expansion activities, including the evaluation of environmental feasibility and environmental impacts of proposed transmission lines. Our projects have included 69-kV, 115-kV and 230-kV lines as well as associated substations, switching equipment and distribution facilities. During the deregulation period, InSite Environmental evaluated several projects for the Modesto Irrigation District (MID), including their recently completed 230-kV intertie between the Westley switching station and MID's Rosemoore substation in west Modesto. Several of our MID projects involved 69-kV and 115-kV transmission lines projects on wood pole systems, including stand-alone and joint-pole

facilities. In each case, the environmental issues were similar to those associated with the proposed Lodi West project, involving issues of aesthetic, biological and cultural resource sensitivity.

In addition to these individual project analyses, InSite was also responsible for the preparation of a Program EIR addressing MID's overall electrical expansion program that extended over an approximately 5,500-square mile area. The Electrical Expansion Program EIR remains in use by MID staff today as an in-house planning and decision-making tool as well as a means to facilitate environmental review of ongoing electrical expansion projects.

The attached materials constitute our response to the RFP, and they respond directly to the RFP's outline of required submittals. Attached for your review and consideration are the following:

- Detailed scope of work required to prepare and process the EIR, including time required to reach the identified milestones.
- Brief bio sketch of InSite Environmental and its two proposed subcontractor firms: Moore Biological Consultants and The Genesis Society.
- Description of InSite Environmental's project experience, including specific experience on electrical utility projects.
- Schedule and time table for project completion.
- Proposed budget.

InSite Environmental is fully insured and prepared to enter into the City's standard agreement for consulting services, and we are ready to begin work immediately. We look forward to the opportunity to assist the City of Lodi Community Development and Electrical Utility Departments in the completion of environmental review of the Lodi West 60-kV Power Line project.

If you have any questions or would like any additional information about our firm or our proposal, please do not hesitate to contact me.

Sincerely,



Charles Simpson
Principal

1.0 PROPOSED SCOPE OF WORK (Revised 4-23-09)

The proposed project involves construction and operation of a planned 60 kilovolt (kV) transmission line by the City of Lodi Electrical Utility Department that would connect the City's proposed Westside substation with existing Northern California Power Agency (NCPA) facilities at the City's White Slough wastewater plant located west of I-5. The purpose of the project is to increase the reliability of the City's electrical system by providing a second point of supply; the City system is presently served with power supply from a single PG&E substation located in the unincorporated area. The White Slough facility is not contiguous with the City of Lodi but is within the City limits.

The preferred transmission line alignment would be approximately six miles in length and would extend west along portions of State Route 12, a private road, Harney Lane, DeVries Road, Tredway Road, Ray Road, a 4,000 linear foot section of private property, onto City of Lodi property, across I-5 to the White Slough plant. With the exception of the private land sections, the project would be located within existing highway and road rights-of-way. The project would involve the installation of approximately 77 poles, about half of which would be shared with existing PG&E distribution and other overhead facilities under a joint pole agreement; steel poles may be used at corners where required.

The City completed an analysis of seven alternative alignments for the proposed transmission line in 2007, which recommended the current preferred alignment. A 2008 review of the previous study, the Preferred Alternative Line Route Study, again recommended the preferred alignment. Nonetheless, the City wishes to carry forward some of the alternatives for consideration in the environmental review of the preferred analysis.

Construction of the proposed transmission line would not involve substantial permanent disturbance, and wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County. Nonetheless, the project would require some right-of-way acquisition, and proposed line is located in the politically-sensitive areas close to and separating Lodi and Stockton. The proposed line crosses I-5 and the approach/takeoff path of Kingdon Airpark, and proposed facilities are within the immediate viewshed of existing residences along the alignment. While the City has engaged in stakeholder meetings with Caltrans, PG&E, other agencies and the public, the project is considered potentially controversial, and the City has determined that an EIR should be prepared.

InSite Environmental proposes to prepare and process the EIR for the Lodi West 60 kV Power Line Project on behalf of the City of Lodi Community Development Department and the Lodi Electric Utility. As requested in the RFP, InSite will assume responsibility for all aspects of EIR processing. InSite has had extensive experience in the preparation of CEQA documents for electrical system improvement projects similar to the proposed project and involving comparable issues, as documented in a subsequent section of this proposal. This section of our proposal sets forth InSite Environmental's proposed Scope of Work. The proposed Scope of Work is comprehensive in that it addresses the preparation of the Draft and Final EIRs and the completion of all required elements of the CEQA process, including

preparation of the Notice of Preparation and other required notices, a Mitigation Monitoring/Reporting Program, and a findings document.

TASK 1.0: PROJECT MANAGEMENT SERVICES

Task 1.1: Project Initiation

Upon notification of selection, InSite will schedule a meeting with City of Lodi staff to finalize the scope of work, budget and schedule for the project. This meeting would be expected to include clarification of the project description and objectives, treatment of alternatives, available information, contact identification, and discussion of potential impacts, mitigation measures and a cumulative impact analysis scenario to be explored in the EIR.

InSite Environmental's involvement in the project will be initiated on receipt of a written Notice to Proceed or a signed contract.

Task 1.2: Project Management Meetings

InSite Environmental will confer regularly with City staff and others as needed during the preparation of the EIR and related activities to manage workflow and budget issues. These meetings may be face-to-face or by conference call as jointly determined with the City; however, due to InSite's location, regular face-to-face meetings would not present a problem. The agenda for update meetings would continue to include the project and environmental issues as well as schedule and processing concerns, information needs or other issues.

InSite Environmental will remain available throughout the term of the contract (i.e. until the job is done) to meet with City staff by phone or in person as requested.

Task 1.3: Data Collection

InSite Environmental will initiate its environmental work by obtaining and reviewing background information on the project and project alternatives as well as general information related to EUD facilities and operations. InSite will review City of Lodi and San Joaquin County planning and policy documents relevant to the project area. InSite will also collect and review agricultural, air quality, biological, geological, soils, aerial photography, and other documentation related to the area and applicable to the project. Specific information to be collected is described in more detail and by subject in Section 4.0.

TASK 2.0: SCOPING AND NOTICE OF PREPARATION

Task 2.1: Pre-Project Public Meetings

In order to address potential landowner concerns pro-actively, and prior to publication of the Notice of Preparation (NOP), the City would convene a “by-invitation” Pre-Project Meeting to discuss the project need, purpose and alternatives and to seek public input in identifying a preferred route among the top three alternate routes. Public invitees would consist of property owners adjoining the proposed alignments and any other interested parties identified by the City. InSite Environmental would attend this meeting and would participate in presenting the project and in facilitating the discussion, particularly with respect to environmental and planning issues.

It is anticipated that some of the selected landowners may have concerns that would not be fully addressed at the Pre-Project Meeting. These issues may need to be addressed in a “one-on-one” or small group setting. InSite’s cost proposal includes a budget for preparation for and participation in up to five of these meetings, assuming they are conducted in the Lodi or Stockton vicinity.

The information gathered during the Pre-Project Meetings would be used by the City to determine the preferred route, which would in turn be identified in the NOP. Issues raised in the Pre-Project Meetings will be identified in a Memorandum that will reflect the issue and qualitatively evaluate the three alternate routes being discussed against the environmental and planning issues being raised. It should be noted that technical and/or engineering related issues are to be addressed by others.

Optional Approach

An alternative approach that could be considered by the City of Lodi would be to conduct public scoping meetings as described above except during the NOP review period as “scoping” meetings. The NOP would identify the three alternate routes, either identifying the apparent preferred route (Alternative 7) or indicating that a preferred route would be identified in the EIR following planned scoping meetings. In either case, the remaining two alternative routes would be included in the EIR’s alternative analysis. The Pre-Project Meetings identified under Task 2.1, above would then be conducted under Task 2.3.

Please note that the cost associated with either approach would be the same. It is assumed that the City will provide direction as to the selected approach at the initial project meeting.

Task 2.2: Notice of Preparation

Following project initiation and clarification of the project description, InSite Environmental will prepare an Initial Study for the project using the City’s preferred format or the Environmental Checklist form included in the CEQA Guidelines. With the understanding that a full-scope EIR will be prepared, the Initial Study will be brief;

however, issues that can be sufficiently addressed and found on the basis of substantial evidence to be less than significant will be identified in the Initial Study. With the City's concurrence, these issues may not require further treatment in the EIR.

InSite Environmental will prepare a Notice of Preparation (NOP) that incorporates the Initial Study. Based primarily on the Initial Study, the NOP will describe the project, the project's potentially significant environmental issues, and their anticipated treatment in the EIR. InSite Environmental will prepare an administrative draft version of the NOP as required by the RFP and submit it to City of Lodi staff for review.

On completion of staff review, InSite Environmental will revise, duplicate and mail the IS/NOP to a mailing list defined in conjunction with City staff. The use of hard copies vs. electronic copies and/or posting on the City's web site will be discussed and utilized as deemed appropriate by staff. InSite will distribute the NOP to the State Clearinghouse. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

On the close of the NOP review period, InSite will review and summarize all responses to the NOP in a Scoping Memo to be submitted to City staff for review.

Task 2.3: Scoping Meetings

During the NOP notification period, InSite will attend an Agency Scoping Meeting to be conducted by the City. In addition, if the City selects the Optional Approach outlined in Task 2.1, the Pre-Project Meetings described in that task will be conducted as scoping meetings with adjacent landowners and other invited members of the public during the NOP review process.

The issues raised in the NOP and scoping meeting process will be considered in the EIR provided they are addressed in this Scope of Work. If substantial new issues are identified that may require a change in the Scope of Work, they will be identified for consideration by the City.

TASK 3.0: ENVIRONMENTAL IMPACT REPORT

InSite Environmental will prepare an EIR for the project that complies with all applicable requirements of CEQA. The EIR document will provide City of Lodi decision-makers, other responsible agencies, and the public with a comprehensive but concise description of the potentially significant environmental effects of the project, mitigation measures that can reduce or avoid the effects, and alternatives to the project.

Task 3.1: Project Description

InSite Environmental will prepare a detailed Project Description based on information provided by the EUD and its consultants. Based on this information, InSite will prepare a written and graphic description of the project. The Project Description will include the purpose and objectives of the project, the location and physical parameters of the project,

the potential area and/or volume of physical disturbance associated with the project, permits and approvals required, proposed mitigation plans incorporated into the project, if any, project phasing, financing, and other relevant information.

Task 3.2: Administrative Draft EIR

InSite Environmental would prepare an Administrative Draft EIR (ADEIR) for initial review by City of Lodi staff. InSite Environmental would confer with the City regarding its comments on the first draft of the ADEIR; the ADEIR would be revised to reflect the City's comments and then resubmitted for a second round of review. Comments received on the second round of review would be incorporated into the EIR, which would then be tendered to the City as a Screen Check EIR, as discussed in the following task. The ADEIR would be reproduced as specified in the RFP for both rounds of review.

The scope and content of each of technical chapters of the ADEIR are described in the Section 4.0. The ADEIR would include the following chapters:

- 1.0 Introduction
- 2.0 Summary
- 3.0 Project Description
- 4.0 Aesthetics
- 5.0 Agriculture
- 6.0 Climate and Air Quality
- 7.0 Biological Resources
- 8.0 Cultural Resources
- 9.0 Geology and Soils
- 10.0 Hazards and Hazardous Materials
- 11.0 Hydrology and Water Quality
- 12.0 Land Use and Planning
- 13.0 Noise
- 14.0 Population and Housing
- 15.0 Public Services
- 16.0 Transportation
- 17.0 Utilities and Services
- 18.0 Global Climate Change
- 19.0 Alternatives to the Proposed Project
- 20.0 Growth-Inducing Impacts
- 21.0 Cumulative Impacts
- 22.0 Significant Irreversible Environmental Changes
- 23.0 Sources
- Appendices

The EIR will include a description of source documents, persons and internet sites consulted in the preparation of the EIR. Technical reports and other data will be incorporated into appendices, as required.

Environmental setting sections will be compiled for each technical discipline shown above. The scope of study in each discipline would vary with the importance and complexity of

issues. The data collection process will include review of available documents, incorporation of biological and cultural resource subcontractor reports, site visits, review of mapping and aerial photography, and *consultation with agencies* that have jurisdiction or substantial interests in the project, project area, or in any public resources affected by the project.

Potential environmental effects in each of the listed technical disciplines will be identified on the basis of Environmental Setting data and “significance thresholds” defined using the CEQA Guidelines and any other applicable state, local or other standards. The impact analysis will include any potential direct impacts of the project as well as any interactive, cumulative, and indirect effects. The analysis will include preparation of chapters discussing growth-inducing impacts of the proposed project, irreversible environmental changes, and other subjects required by CEQA. Potential effects of the project on global climate change and mitigation measures for these effects, if required, will be addressed.

InSite Environmental *subcontractors* will provide technical analysis in the areas of Biological and Cultural Resources. These services will be provided by Moore Biological Consultants, Environmental Visions and The Genesis Society. Fee proposals from each of the proposed contractors are shown in the proposed budget. Fees from all subcontractors retained by InSite Environmental will be subject to a 10% carrying charge as described in our current Rate and Charge Schedule.

Environmental issues that would be addressed in the EIR are described in Section 4.0. These issues will also be detailed in the Notice of Preparation. This statement of issues is considered preliminary and may need to be amended based on input from City staff or agencies commenting on the NOP. Where the EIR identifies potentially significant impacts, InSite Environmental will identify and describe *feasible mitigation measures* that could avoid, substantially reduce, or minimize these effects. The description will identify the impact to be mitigated, the nature of the mitigation, and the level to which the environmental impact would be reduced. Any significant residual effect would be identified.

The ADEIR will include an analysis of the potential effects of reasonable *alternatives to the project* that could fulfill its objectives while minimizing impacts on the environment, based on the CEQA Guidelines. Alternatives to be addressed would include the No Project Alternative and 2-3 of the routing alternatives previously considered by the City. The alternatives to be addressed would be discussed with the City staff at the project initial meeting, and subsequently as required. Alternatives analysis would be conducted at a general level consistent with the requirements of CEQA.

The ADEIR will include an analysis of *growth-inducing* and *cumulative impacts*. Growth-inducing impacts would include an analysis of potential elimination of constraints to growth as a result of providing a more reliable electrical system and expanding the grid to new areas. This analysis and its conclusions will primarily rely on the Lodi General Plan. The cumulative impacts analysis would have as its basis a list of comparable projects in the project area, based on contacts with the City of Lodi, City of Stockton and the County of San Joaquin. Cumulative impacts would be analyzed in each of the technical disciplines

addressed in the EIR. Aesthetic and biological issues would receive special attention; other analyses would be general in nature.

Task 3.3: Screen Check EIR, Draft EIR Publication and Review

Following City of Lodi staff review of the second draft ADEIR, InSite Environmental will make necessary revisions to the EIR and present it to staff as a Screen Check EIR. Following staff review of the Screen Check EIR, InSite Environmental will make final revisions to the document and reproduce the Draft EIR (DEIR) for public review as required by the RFP. InSite Environmental will prepare a Notice of Availability for publication in the newspaper, prepare a Notice of Completion and deliver copies of the Draft EIR to the State Clearinghouse, and distribute other copies of the EIR to addressees shown on a distribution list to be developed by InSite Environmental in consultation with City staff. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

Task 3.4: Final EIR

Following the public review period, InSite Environmental would prepare an addendum-style Administrative Final EIR (AFEIR) incorporating the Draft EIR by reference and including an errata section identifying any necessary changes to the DEIR, a list of commenters, and proposed responses to the substantive comments received on the DEIR. Responses to comments will be coordinated with the City of Lodi to ensure that all responses are consistent with the City's approach. The AFEIR will also include a revised version of the DEIR summary. The AFEIR will be reproduced and submitted for City review as specified in the RFP.

InSite Environmental will incorporate staff comments on the FEIR into the document and submit a second draft of the AFEIR. Following City review, the FEIR would be revised and duplicated as required by the RFP. Copies of the FEIR will be distributed to commenters a minimum of 10 days ahead of certification. Decision-maker copies, an electronic copy and a reproducible copy will be delivered to the City of Lodi for distribution.

Task 3.6: CEQA Findings

InSite Environmental will prepare a draft set of findings of fact meeting the criteria established in CEQA Guidelines Section 15091-3 in a form acceptable to the City of Lodi. After review and correction, this document will be reproduced. This document will be submitted to City staff for review and incorporation into staff reports or resolutions as appropriate.

Task 3.6: Mitigation Monitoring Plan

In consultation with City staff, InSite will prepare a Mitigation Monitoring Program (MMP) in a format acceptable to the City. The MMP will identify the required mitigation measures, the party responsible for implementing the mitigation, and the timing and method of monitoring compliance. This document will be submitted to City staff for review. After review and correction, this document will be reproduced.

TASK 4.0: TECHNICAL SCOPE OF WORK

This section provides specific information on the environmental issues to be addressed in each technical chapter of the Lodi West 60 kV Power Line Project EIR.

Task 4.1: Aesthetics

Environmental Setting. Characterize existing landscape, including land, transportation, and agricultural development in the project vicinity, in an aesthetic context, identifying elements of variety and interest including landmarks, open lands, tree stands, drainages, and other features. Identify primary viewer corridors, residential areas, and groups potentially affected by changes on the project site, and lines of visibility. Identify existing night lighting features and their prominence in local view sheds.

Issues Addressed in Impact Analysis

- Nature and degree of potential landscape change associated with proposed project.
- Description of viewshed change associated with the project based on available project description information. This would include the addition of new poles (where applicable) and conductors.
- Discussion of effects on existing viewsheds from representative locations in the project area. The proposed budget includes a line item for the creation of visual simulations from two representative locations along the project alignment. InSite Environmental feels this would be of value in both illustrating the potential visual effect of the project and in defending an EIR challenge on aesthetic grounds, if necessary. Visual simulations would be prepared by InSite Environmental subcontractor Environmental Vision.
- Extent and location of potential night lighting associated with the project, effects on night view sheds, and any potential light and glare effects.

Task 4.2: Agriculture

Environmental Setting. Identify, describe, and map existing agricultural uses, soil suitability and productivity, and the existence and renewal status of Williamson Act designations, if any along the project alignment. Identify any potentially-affected existing on-site irrigation systems and supply.

Issues Addressed in Impact Analysis

- Project impacts on existing agricultural activities along the project alignment. Project implications for short-term temporary and long-term agricultural use in terms of agricultural productivity, conveniences, and reversible and irreversible consequences.
- Potential conflicts, if any, between proposed electrical lines and agricultural use, including adjoining or nearby agricultural land uses.
- Potential effects on agricultural pest control, including aerial application of pesticides, and existing irrigation systems.

Task 4.3: Climate and Air Quality

Environmental Setting. Existing climate data, regional and local meteorology and air quality, consistency with state and federal ambient air quality standards, existing air quality management programs of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the local, state and federal regulatory setting.

Issues Addressed in Impact Analysis

The climate and air quality analysis will conform to the guidance presented in the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) and will consider construction impact, long-term ozone precursor emissions, potential toxic air contaminants, hazardous material, and odor impacts. The analysis will consider the application of the SJVAPCD's recently adopted Rule 9510 Indirect Source Rule to the project.

- Identification of construction emissions and specification of control measures per GAMAQI requirements.
- Assessment of long-term area and mobile-source ozone precursor emissions.
- Energy efficiency and related air quality implications or benefits of alternative power supply (also of interest with respect to global climate change issue).
- Assessment of potential odor, toxic air contaminant and hazardous material release impacts, as described in GAMAQI.

Task 4.4: Biological Resources

Environmental Setting. Inventory of biological resources on and along the project alignment including presence/absence of native habitat, wetlands and/or Waters of the U.S. and special-status species. Technical consultation would include a review of the California Natural Diversity Data Base (CNDDB) and a field survey. Biological inventory work would be performed by Diane Moore of Moore Biological Consultants. Field work

will be supplemented, as needed, with literature review, aerial photo interpretation, and agency consultation.

Issues Addressed in Impact Analysis

- Effects of proposed transmission line construction on the availability and utility of wildlife habitat, wildlife habitat diversity and utilization of any critical wildlife habitats which may be identified on or adjacent to the project site.
- Potential effects on special-status plant species.
- Potential effects on habitat, nesting activity or habitat use by special-status wildlife species.
- Potential effects on Waters of the U.S. and wetlands, if any
- Impacts on oak trees, including heritage oaks, if any.

Task 4.5: Cultural Resources

Environmental Setting. Describe archaeological or historical resources encountered along the proposed alignment from a new cultural resources record search and survey to be prepared by The Genesis Society under subcontract to InSite Environmental.

Issues Addressed in Impact Analysis

- Potential for direct disturbance of known surface and subsurface cultural resources, if any, as a result of transmission line construction.
- Potential for indirect disturbance of cultural resources, if any, as a result of project construction.
- Potential for avoidance, minimization, or mitigation of impacts through information recovery, site recordation, site protection, open space, or other measures as appropriate or as required by CEQA.

Task 4.6: Geology and Soils

Environmental Setting. Description of regional and local geology topography, faulting, and seismicity including any fault displacement, seismic shaking, liquefaction, or settlement hazards from available documentation. Description of soil mapping units, soil productivity, soil characteristics (depth, texture, drainage, etc.), limitations (shrink/swell, saturation, etc.) and wind and water erosion potential.

Issues Addressed in Impact Analysis

- Exposure of proposed electrical facilities to seismic, liquefaction, settlement or other geologic hazards.

- Exposure of proposed electrical facilities to soil constraints and construction concerns, if any.
- Potential effects on soil erosion, potential discharges, if any, need for erosion control measures. Relationship to City and County storm water quality management programs and criteria.

Task 4.7: Hazards and Hazardous Materials

Environmental Setting. This section will identify and describe any past releases, contamination and remediation sites, and existing use and generation of hazardous materials and wastes in the project vicinity. This information would be derived largely from a hazmat database search to be obtained from Environmental Data Resources by InSite Environmental. Other potential hazards to or related to the proposed facilities will be identified, including highways, railroads, airports and electrical transmission lines.

Issues Addressed in Impact Analysis

- Potential for exposure of construction personnel and future site users to environmental risks associated with previous hazardous materials usage or waste on or near the project site.
- Identification of potential for use of hazardous materials in construction of the project and controls on such use.
- Potential hazards associated with project operation, including a discussion of health hazards associated with electromagnetic fields (EMF).
- Potential conflicts between proposed electrical facilities and airspace restrictions at Kingdon Airpark.

Task 4.8: Hydrology and Water Quality

Environmental Setting. Describe existing surface water features in the project vicinity including mapped floodplain areas and existing runoff patterns. Discuss the general nature, extent, and quality of groundwater resources in the project vicinity. Wetlands and water supply issues will be addressed in the Biological Resources and Public Services sections, respectively.

Issues Addressed in Impact Analysis

- Changes in existing drainage patterns, features and runoff as result of the project.
- Potential construction sediment contributions to waterways and effects on water quality. Application of City and County storm water management requirements to the project, and identification of necessary erosion control measures.

- Potential for floodplain conflict based on FEMA mapping.
- Potential effects of project construction on groundwater resources.

Task 4.9: Land Use and Planning

Environmental Setting. Identify and describe existing and planned land use and circulation patterns in the project vicinity, including the Southwest Gateway project. Describe existing land uses on the project alignment and on adjoining lands. Describe applicable designations and provisions of City, County, or regional planning documents with relevance to the proposed development.

Issues Addressed in Impact Analysis

- Land use change associated with the project and effects on adjoining agricultural and rural lands.
- Consistency of the project with approved urban land uses as well as existing residential, agricultural and other land uses adjacent to the project alignment.
- Consistency of the project with land use/circulation designations and applicable policy provisions of the Lodi General Plan and the San Joaquin County General Plan and zoning.
- Consistency of the project with any other applicable adopted planning documents.
- Relationship of the project to planned or proposed community separators.

Task 4.10: Noise

Environmental Setting. This section would identify existing Lodi and County General Plan noise standards applicable to the project alignment and identify the location of sensitive receptors in the vicinity. Existing highways and roads, railroads and any nearby land uses which may generate noise would be identified; existing and anticipated future roadway noise would be identified from existing sources.

Issues Addressed in Impact Analysis

- Potential for construction noise and any controls necessary to minimize noise on sensitive receptors in the vicinity of the project.
- The project is not expected to result in any long-term noise generation. However, this potential will be considered in the EIR.

Task 4.11: Population and Housing

Environmental Setting. This section would briefly document existing population and housing stock for the City of Lodi and San Joaquin County, including past and projected growth.

Issues Addressed in Impact Analysis:

- Identify any potential changes in future population and/or housing stock associated with the proposed project. The project is not expected to result in impacts in this issue area, however.

Task 4.12: Public Services

Environmental Setting. Identify and describe City, County and other service providers in the project area; describe existing facilities crossed by or near the project alignment. Identify nature and operations of emergency response agencies and any relevant capacity or operational constraints for police and fire protection services, schools and parks and recreation facilities.

Issues Addressed in Impact Analysis

- Changes in demand for or delivery of police or fire protection and potential effects on providers.
- The project is not expected to result in student generation, school impacts, effects on parks and recreation demand.

Task 4.13: Transportation

Environmental Setting. The EIR will identify and describe existing transportation systems in the project vicinity, including I-5, SR 12 and the County roads crossed and followed by the project. The EIR will describe Kingdon Airpark and related air traffic controls, imaginary surfaces and other operational safety features.

Issues Addressed in Impact Analysis

- Project effects on highway traffic operations, and on existing and projected local traffic operations during construction.
- Effects of proposed transmission line on operation of Kingdon Airpark and related air traffic, based on analysis of conflicts with defined airport safety areas for the airport.
- Effects of the project on any other transportation systems in the project vicinity.

Task 4.14: Utilities and Services

Environmental Setting. Identify and describe existing and planned other utility systems located in and serving the project area, including overhead utilities and pipelines. Discuss City of Lodi electrical utility, NCPA and applicable inter-agency relationships.

Issues Addressed in Impact Analysis

- Potential effects of project construction on any existing or planned pipelines, communication, power, telephone or other utility facilities in the project vicinity.
- Beneficial effects on the Lodi Electrical Utility, system reliability and transmission capacity.
- Effects of the project on availability of renewable energy supplies, if any.
- Potential effects on other utility system operations in the project area, if any.

Task 4.15 Global Climate Change

Environmental Setting. The EIR will include a discussion of global climate change issues and their relationship to emissions of greenhouse gases (GHGs). Ongoing state and local planning to reduce greenhouse gas emissions will be discussed as will existing emissions per unit of power for power supply contributors to the Lodi Electric Utility, including NCPA; this information will be obtained from existing sources.

Issues Address in Impact Analysis

- Construction emissions of greenhouse gases
- Increases or decreases in greenhouse gas emissions associated with project operation reflecting potential changes in utility efficiency.

TASK 5.0 OUTSIDE PRESENTATIONS, PRESENTATION AND STAFF REPORTS TO THE PLANNING COMMISSION AND CITY COUNCIL

Task 5.1: Public Meetings, Outside Agencies and Stakeholders

InSite Environmental staff will attend public meetings with outside agencies and/or stakeholders as directed by the City of Lodi. A per-meeting cost for meetings in the Stockton-Lodi vicinity is specified in the proposed budget.

Task 5.2: Public Meetings, Lodi Planning Commission and City Council

InSite Environmental staff will attend public meetings before the City of Lodi Planning Commission and City Council as directed by the City. Meeting attendance will include preparation of necessary background reports and graphics as well as preparation and delivery of a presentation to the decision-making body. A total of four meetings, proposed as separate line items, is assumed in the proposed budget.

TASK 6.0: DELIVERABLES

Task 6.1: EIR Documentation

InSite Environmental will submit deliverables of EIR-related products as specified in the RFP. This would include the preparation and delivery of four (4) bound, one (1) master reproducible copy, and one (1) electronic version to the City for each round of administrative review of the following documents:

- Administrative Notice of Preparation
- Administrative Draft EIR
- Administrative Final EIR
- Administrative Findings
- Administrative MMP

InSite Environmental reproduce and distribute hard copies (or alternative media, if specified) copies of the Notice of Preparation as directed by the City.

InSite Environmental will prepare 25 hard copies (or alternative media, if specified), one (1) master reproducible copy, and one (1) electronic version to the City for each of the following documents:

- Draft EIR
- Final EIR
- MMP

Proposed findings shall be delivered to the City as an electronic file for incorporation into staff-developed decision-making documents.

Reproduction and distribution costs shall be governed by the established budget limit of 5% of the gross bid.

2.0 INSITE BIOGRAPHY AND TEAM BIOGRAPHIES

INSITE ENVIRONMENTAL

InSite Environmental, Inc. is a Stockton firm specializing in environmental planning, environmental documentation and environmental processing under both CEQA and NEPA. The firm uses a strategic approach to environmental compliance that results in a high-quality document and a thorough and well-documented process. InSite Environmental has existed in its current form since 1997. InSite Principal Charlie Simpson has provided environmental consulting services in connection with other business entities since 1974, and in the Central Valley since 1989.

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. A key element of this experience is a strategic orientation toward the environmental compliance process that begins with reconnaissance and agency coordination, then proceeds step-wise through project planning, documentation, negotiation and monitoring, as needed. InSite is very familiar with all aspects of public involvement and has successfully defended its work, on appeal and in litigation. InSite draws from a team of hand-selected subcontractor specialists to assemble specific project teams.

InSite Environmental's generalist staff is supported by a range of qualified technical subcontractors, each with substantial experience in the environmental processing of projects, including projects with federal funding and/or state agency involvement. Principal technical input is ordinarily required in the cultural and biology disciplines. These subcontractor services will be provided to InSite for the Lodi West Project by Environmental Vision, The Genesis Society and Moore Biological Consultants. A brief biography of each subcontractor follows.

InSite Environmental maintains over 3,000 square feet of office space in Stockton. InSite is organized for the coordination and production of environmental documents. With its full-time staff of seven, InSite is ordinarily involved in 2-3 major projects and numerous lesser projects at any point in time. Word processing, digital graphics and document reproduction functions are accomplished in-house, and products are coordinated and developed over the office network. InSite Environmental makes wide use of the communication and information resources of the Internet.

InSite is committed to providing products, strategy, process, and ideas of the highest quality. The firm has maintained an excellent record of on-time performance, on large as well as small projects, and its record of thorough, even-handed work for both private and public interests has earned it an excellent reputation with both.

InSite Principal Charlie Simpson would have primary responsibility for the preparation of the environmental documents. Mr. Simpson's expertise is in management and preparation of multi-disciplinary environmental impact analysis documents under CEQA and NEPA.

His project experience includes energy, alternative energy and industrial facilities, water resources, telecommunications, urban commercial and residential development, transportation plans and improvements, liquids and power transportation. Mr. Simpson has had comprehensive management responsibility for more than 100 EIRs, EISs, and equivalent documents, including a full range of EIR variants such as Supplemental, Subsequent, Master, Program and Focused EIRs. Mr. Simpson was responsible for the management and coordination of each of the electrical transmission projects identified in this statement of qualifications.

PROPOSED SUBCONTRACTORS

The InSite Environmental project team for the Lodi West project would include Moore Biological Consultants, The Genesis Society (Cultural Resources) and Environmental Vision (Visual Simulation). All three of these firms have many years of experience in their particular fields of expertise. Their quality of work and integrity has earned them the respect of their public and private sector clients. These firms are used regularly by InSite Environmental on EIR projects.

Moore Biological

Diane Moore has 23 years experience in the management of wildlife, fisheries, and wetland resources including inventory, impact assessment, permitting, and preparation of various environmental documents. Ms. Moore has assessed impacts of proposed development, energy, mining, agricultural, infrastructure, and restoration projects on aquatic and terrestrial resources, wetlands, and threatened and endangered species throughout California. She has also participated in several investigative studies for state and federal agencies and formulated plans to optimize and restore biological resources.

Moore Biological Consultants (MBC) was founded in mid-1997, and is now located in Galt. From this location, they provide services to clients in the Central Valley and Delta, Sierra Nevada, and Coastal regions of California. Principal Diane S. Moore, M.S. has provided consulting services addressing wetlands, endangered species, fisheries, wildlife biology, impact analysis, and permitting throughout California since 1986. MBC is a biology-based firm specializing in compliance with CEQA, NEPA, Clean Water Act (CWA), and State and Federal Endangered Species Acts. MBC is a 100% Women Business Enterprise (WBE) and was certified as a WBE by East Bay Municipal Utility District in 1997 (Vendor No. MOB47500).

MBC is composed of professional scientists with a practical perspective on the need to balance progress with environmental protection. MBC operates on the basis of honesty and full-disclosure in achieving resolution of complex and controversial environmental issues. This forthright approach has resulted in the excellent working relationships with planning, resource, and regulatory agencies. MBC is a regular participant in InSite Environmental project teams.

The Genesis Society

Sean Jensen of The Genesis Society has over twenty (20) years experience in cultural resource management involving extensive field survey and excavation work, lab and accessioning, and report preparation. Mr. Jensen has been involved in federal, state, and local agency projects distributed throughout California, Oregon, Arizona, Nevada, and Hawaii. Sean Jensen is an experienced California archaeologist with extensive first-hand experience throughout the State, and has completed several hundred projects.

The Genesis Society under the administration of Sean M. Jensen is intimately familiar with the cultural resource process and requirements such as evaluation of potential effects to historic and archaeological resources which may be located within a proposed undertaking's "Area of Potential Effect" (APE) which is required by Section 106 of the National Historic Preservation Act and the implementing regulations (36 CFR Part 800), and CEQA. All drafting and report production equipment items are owned outright, including primary office as well as laboratory and storage space in Paradise, California. Genesis Society also maintains appropriate four-wheel drive vehicles for undertaking field survey and excavation projects, thus ensuring prompt response to varying project requirements. The Genesis Society is a regular participant in InSite Environmental project teams.

Environmental Vision

Marsha Gale has over 28 years of professional experience in the fields of environmental planning and design. Her particular expertise in aesthetic design and simulation techniques includes extensive visual impact assessment experience for urban development and land planning projects. Ms Gale has completed a wide variety of CEQA studies for projects located throughout northern California. She serves as principal-in-charge for visual and aesthetic design studies that include accurate and highly realistic computer-generated simulations.

Environmental Vision provides specialized planning and design consulting services which address the aesthetics and public perception of environmentally sensitive projects. The firm has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. Environmental Vision staff's in-depth CEQA and NEPA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation including the Federal Energy Regulatory Commission, the California Public Utility Commission, the U.S. Bureau of Land Management and the U.S. Forest Service.

Environmental Vision has completed visual and urban design studies for a variety of projects including complex and controversial urban developments and public infrastructure improvements. Project experience includes visual resource and simulation studies for the Community Power Generation project in Fresno County, the Water Re-Use Facility in Benicia, the Central Valley Energy Center in San Joaquin County, the Hunters Point Dismantlement Project in San Francisco, the Alameda Point Redevelopment projects in Alameda, the Mare Island Dredge Disposal EIR/EIS in Vallejo, the EBMUD Lamorinda

Water System Improvements in Alameda and Contra Costa, the historic Hearst Memorial Mining Building and Goldman Public Policy School Expansion projects on the UC Berkeley campus, the De La Salle Institute in Napa, and the Pixar and the South Bayfront developments in Emeryville. Additional experience includes major urban development projects in Oakland such as the Jack London Square and the Oak to Ninth Mixed Use project and Kaiser Medical Center Master Plan.

3.0 RELEVANT PRIOR PROJECTS AND EXPERIENCE

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. In addition to the preparation of documents, InSite is familiar with and regularly takes responsibility for all aspects of CEQA processing as well as public involvement programs.

InSite Environmental has cultivated a diversity of project experience and, with it, familiarity with new and changing circumstances. The firm has successfully addressed issues associated with utility systems, communication systems, major residential, commercial, industrial, mining, recreation/resort, energy, water, and transportation, including downtown redevelopment and renewal projects. Geographically, InSite's projects are distributed throughout the north state in a variety of urban, rural, and wildland settings.

InSite Environmental has extensive experience in the Lodi-Stockton, including the preparation of EIRs for major development projects throughout north Stockton. As a result, InSite has gained extensive knowledge of the resources of the project area.

InSite Environmental brings to the Lodi West project extensive experience in the preparation of environmental documentation related to electrical utility and transmission line project development. Much of InSite's electrical utility experience was obtained during an approximately 10-year engagement with the Modesto Irrigation District (MID). This time period coincided with utility deregulation, and MID pursued a variety of electrical system expansion projects that ultimately extended over an eight-county area. These projects included several 69- and 115-kV transmission lines on wood pole systems, and some of these projects were located within areas already served by PG&E. A sampling of projects completed for MID during this period and other energy projects is provided below.

MID Intertie Project Feasibility Study

In order to meet the growing electrical needs of its existing and future customers, the Modesto Irrigation District T&D Division proposed the construction of a new intertie connecting its existing Westley switching station near I-5 with its expanded Rosemoore substation at the western edge of Modesto. The project would involve a 15 to 20-mile, 230 kilovolt (kV) transmission line on steel poles. The proposed intertie involved crossings of west Stanislaus County as well as the San Joaquin and Tuolumne rivers. Several potential corridors and corridor segments were evaluated for this approximately \$17 million project.

InSite Environmental was retained by MID to prepare an environmental feasibility evaluation of the intertie project and to identify a preferred corridor. The feasibility study considered 1) potential environmental constraints for siting of switching and substation improvements, 2) potential environmental constraints along each alternative corridor segment, 3) recommendations for selection of the "preferred" corridor, and 4) further environmental processing needs for the project. The feasibility study was accepted by the

Board of Directors, and formed a basis for further project planning and environmental review.

SSJID Solar Photovoltaic Array

The South San Joaquin Irrigation District (SSJID) proposed the installation of an 11,040-panel solar photovoltaic array on approximately 12-acres of vacant land adjacent to its South County Surface Water Supply Project Water Treatment Plant on Dodds Road in northern Stanislaus County. The 1.6-megawatt array would provide a primary source of power to the District's water treatment facility. The solar panels would be installed on steel support structures together with solar tracking mechanisms, power conversion facilities, electrical feed and control systems. InSite Environmental was retained to prepare CEQA environmental documentation for SSJID as lead agency, which was tiered in part to the District's EIR prepared for the water treatment facility. An Initial Study/Mitigated Negative Declaration was prepared and ultimately adopted by the SSJID Board of Directors prior to approving the project.

Electrical Expansion Program, Program EIR (MID)

In 1999, the Modesto Irrigation District Transmission and Distribution (T&D) Division outlined an electrical expansion program that would utilize the District's existing electrical supply assets and the opportunities available in the deregulated market. The proposed expansion program involved an approximately 5,500 square mile Program Area encompassing portions of eight counties, including San Joaquin. Expansion activities would include development of new supply taps from existing regional transmission lines, new sub-regional transmission lines, new substations and distribution systems. Transmission and distribution improvements would be constructed new development as well as to provide alternative service in areas with existing electrical service.

InSite Environmental, Inc. was retained by MID to prepare a program EIR on the proposed expansion program. Besides providing programmatic CEQA coverage for the expansion program as a whole, the Electrical Expansion Program EIR (PEIR) was designed to provide a planning tool for MID engineers and a means for simplifying CEQA review of individual electrical expansion projects. The PEIR has proved to be very successful in minimizing environmental effects and as a tiering tool to help reduce CEQA review requirements. After five years of use, InSite Environmental was retained to review, evaluate, update and improve the utility of the PEIR, which remains in use (2009).

Kiernan Substation IS/ND (MID)

Modesto Irrigation District proposed to construct a new 69 kV transmission line, distribution lines and a new substation on Kiernan Avenue in Stanislaus County to provide power for anticipated urban development north of the City of Modesto. The proposed transmission line would tap into an existing MID 69 kV transmission line located along Bangs Avenue; the proposed double circuit would extend north approximately XX miles from the existing line to the substation, providing additional reliability for the proposed service area. The project also included new underbuilt 12kV distribution circuits along the transmission alignment as well as reinforcement (reconductoring) of existing distribution lines along Kiernan and Dale Roads. InSite Environmental was retained by MID to prepare the CEQA documentation for this project, which resulted in an IS/MND.

Claribel/Minnear Substation IS/ND and Addendum (MID)

In 2003, the Modesto Irrigation District proposed construction of transmission lines, distribution lines and two substations that would serve urbanizing areas between the cities of Modesto and Riverbank in Stanislaus County. The project included the construction of four miles of transmission lines along Claribel, Roselle and, potentially, Coffee Roads with two substations to be located near the intersections of Claribel Road with Roselle Avenue and Coffee Road.

InSite Environmental was retained to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the original project; IS/MND work included both cultural resource and biological field surveys as well as analysis of the range of subjects considered in CEQA documents. Subsequent to design changes, an addendum to the IS/MND was prepared in 2004. Relocation of one of the substations was addressed in a subsequent addendum. Both addenda were prepared by InSite Environmental.

Four Cities System Acquisition IS/ND (MID)

Modesto Irrigation District proposed the acquisition of approximately 800 miles of the PG&E electric transmission and distribution system in eastern San Joaquin and Stanislaus counties, including the cities of Ripon, Escalon, Oakdale and Riverbank. The proposed project involved severance of these existing portions of the PG&E system and construction of new MID transmission lines and substation equipment to feed the existing distribution infrastructure. A total of 49 miles of transmission line construction and reconductoring were required. Simpson Moore (InSite Environmental predecessor) prepared the IS/MND for the project, which was adopted before the project was ultimately abandoned. The Initial Study focused on potential impacts of new transmission and distribution development on biological resources, cultural resources and aesthetics within the proposed acquisition area.

Ripon-Escalon Electrical Expansion (MID)

Modesto Irrigation District proposed the extension of electrical service to the cities of Ripon and Escalon in San Joaquin County during the deregulation period. Both projects involved several miles of new 69/115 kV double-circuit transmission line, a substation and several miles of heavy-duty backbone distribution circuits within each community. Simpson Moore (InSite Environmental predecessor) was retained to prepare IS/MNDs for these projects; the IS/MNDs were focused on potential biological and community aesthetic impacts.

Ripon-Escalon Reliability and Distribution Project, Initial Study/Negative Declaration (MID)

Modesto Irrigation District proposed a 69/115 kV transmission line connecting its radial lines serving new customers in the cities of Ripon and Escalon. The approximately 10-mile transmission line, which would connect existing MID substations in each city, would provide additional system reliability. In addition, a distribution circuit was to be located on the same pole system in order to serve potential MID customers along the route. InSite Environmental was retained to prepare an IS/MND for the project; the document was focused on biological, cultural and aesthetic concerns.

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Mountain House Electrical Transmission System, Expanded Initial Study and Negative Declaration (MID)

Modesto Irrigation District was selected to provide electrical service to the new community of Mountain House northwest of Tracy. MID identified several alternatives for provision of electrical service; the alternatives involved several miles of new transmission line corridor and alternative substation sites. InSite Environmental was retained to prepare an Expanded Initial Study that would consider the relative impacts of the alternatives, particularly with respect to consistency with the Mountain House New Community Master Plan, aesthetic impacts on the master planned community, and biological concerns. InSite Environmental prepared the Initial Study and a Negative Declaration for the project.

4.0 SCHEDULE AND BUDGET

PROPOSED SCHEDULE

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project in a total of nine (9) months extending to mid-January 2010. The proposed timetable is shown on the following page. Achieving the proposed timeline will depend on fairly tight review and turnaround times for administrative review, but we believe that, after discussion with staff during the initiation period, it can be achieved.

PROPOSED BUDGET

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project with a proposed budget of \$137,793.08, based on the Scope of Work as described in Chapter 1.0. The budget includes allowances for all of the line items requested in the proposal. A budget detail is shown on the second page following.

**PROPOSED BUDGET
LODI WEST 60 KV POWER LINE PROJECT**

LABOR

	<i>TOTAL HOURS</i>	<i>COST</i>
TASK 1.0 PROJECT MANAGEMENT		
Task 1.1 Project Initiation	14	\$1,900.00
Task 1.2 Project Management Meetings	34	\$5,000.00
Task 1.3 Data Collection	36	\$3,620.00
Total Task 1.0	84	\$10,520.00
TASK 2.0 NOTICE OF PREPARATION		
Task 2.1 Pre-Project Meetings (Invited Public)	23	\$3,650.00
Task 2.2 Notice of Preparation (including Initial Study)	58	\$6,600.00
Task 2.3 Scoping Meeting (Agencies)	8	\$1,090.00
Total Task 2.0	89	\$11,340.00
TASK 3.0 ENVIRONMENTAL IMPACT REPORT		
Task 3.1 Project Descripton	30	\$3,520.00
Task 3.2 Administrative Draft EIR		
Aesthetics	20	\$2,240.00
Agriculture	22	\$2,410.00
Climate and Air Quality	15	\$1,680.00
Biological Resources	20	\$2,250.00
Cultural Resources	12	\$1,390.00
Geology and Soils	18	\$1,990.00
Hazards and Hazardous Materials	21	\$2,400.00
Hydrology and Water Quality	18	\$2,040.00
Land Use and Planning	28	\$3,210.00
Noise	15	\$1,680.00
Population and Housing	6	\$695.00
Public Services	30	\$3,080.00
Transportation	21	\$2,270.00
Utilities and Services	23	\$2,430.00
Global Climate Change	17	\$2,190.00
Growth Inducing Impacts	18	\$2,270.00
Alternatives	48	\$5,620.00
Cumulative Impacts	32	\$3,920.00
Other Requirements	12	\$1,570.00
<i>Subtotal, First Administrative Draft EIR</i>	<i>396</i>	<i>\$45,335.00</i>
<i>Second Administrative Draft EIR</i>	<i>88</i>	<i>\$9,560.00</i>
<i>Total, Task 3.2</i>	<i>484</i>	<i>\$54,895.00</i>
Task 3.3 Screen Check EIR and DEIR Publication	64	\$6,920.00
Task 3.4 Final EIR	96	\$10,800.00
Task 3.5 Findings	32	\$3,320.00
Task 3.6 Mitigation Monitoring Plan	28	\$2,600.00
Total Task 3.0		\$82,055.00
TASK 4.0 TECHNICAL ANALYSIS (included in Task 3.0 Costs)		
TASK 5.0 PRESENTATIONS		
Preparation of Planning and City Council Reports	20	\$2,480.00
Planning Commission Meeting 1	8	\$1,160.00
Planning Commission Meeting 2	8	\$1,160.00

City Council Meeting 1	8	\$1,160.00
City Council Meeting 2	8	\$1,160.00
Other Outside Meeting 1	8	\$1,160.00
Other Outside Meeting 2	8	\$1,160.00
Total Task 5.0		\$9,440.00

TASK 6.0 DELIVERABLES (5% of gross budget) \$6,561.58

Gross budget is total of Tasks 1, 2, 3, 5 plus expenses and subcontractors

NON-DELIVERABLE EXPENSES

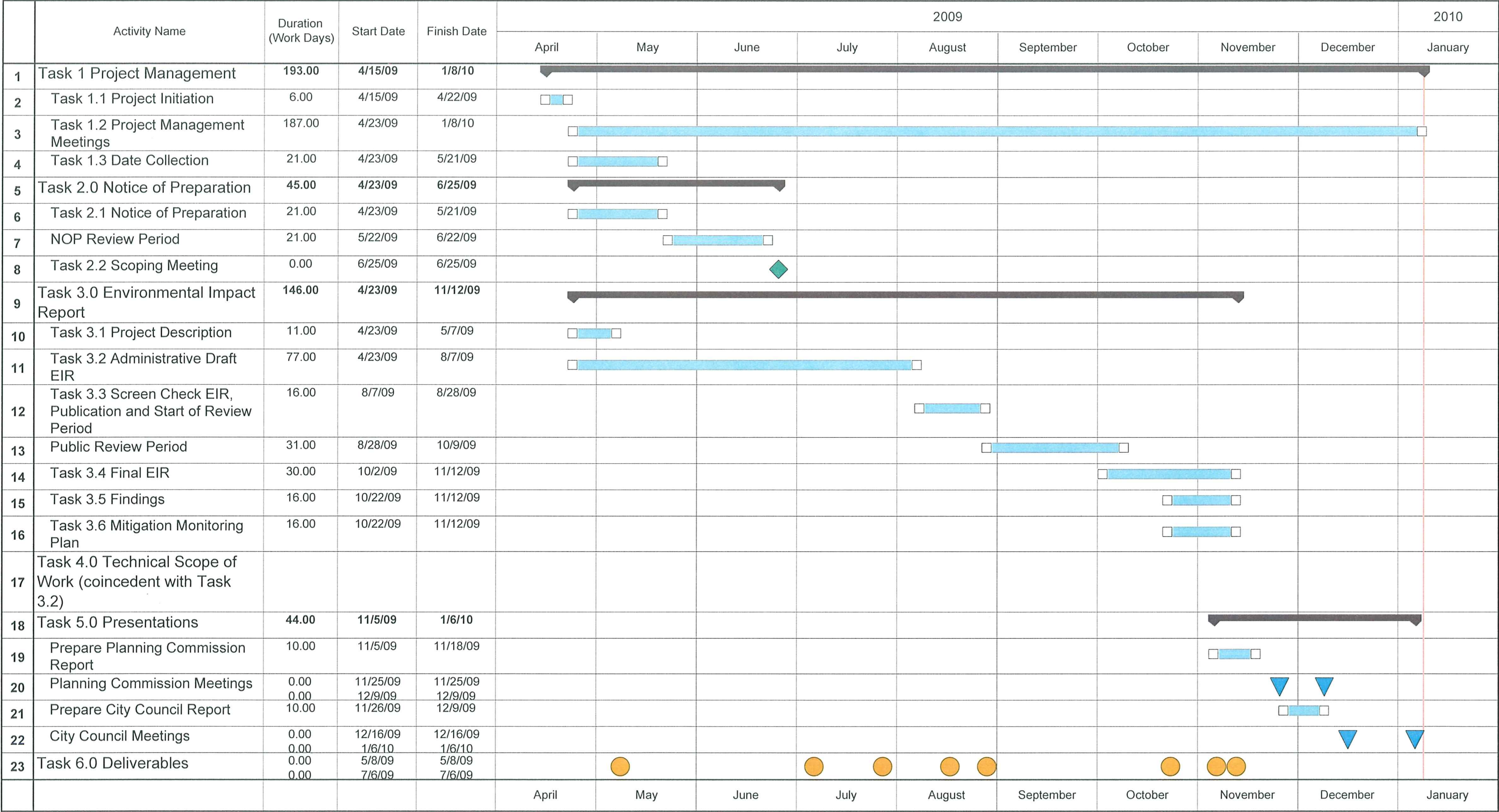
Mileage	300	\$181.50
In-House Copies (15¢)	1000	\$150.00
Miscellaneous Purchases (Cost+10%)	\$300	\$330.00
Total Expenses		\$661.50

SUBCONTRACTORS

Environmental Vision	\$6,000	\$6,600.00
Moore Biological Consultants	\$3,750	\$4,125.00
The Genesis Society (Cultural)	\$5,900	\$6,490.00
Total Subcontractors		\$17,215.00

TOTAL PROPOSED COST \$137,793.08

LODI WEST 60 KV POWER LINE PROJECT SCHEDULE



RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH INSITE
ENVIRONMENTAL, INC. FOR PREPARATION OF LODI
WEST 60 Kv POWER LINE PROJECT ENVIRONMENTAL
IMPACT REPORT (EIR)

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with InSite Environmental, Inc., for the preparation of the Lodi West 60 kV Power Line Project Environmental Impact Report (EIR), in an amount not to exceed \$137,793.08.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Eight Locations during Fiscal Year 2009-2010 (\$335,400)

MEETING DATE: June 3, 2009

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Adopt resolution approving contract with Lodi Unified School District to provide after school staff support for the Bridge program at eight locations during fiscal year 2009-2010 (\$335,400).

BACKGROUND INFORMATION: The Parks and Recreation Department and Lodi Unified School District have negotiated an agreement for the City to operate the Bridge programs at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington Elementary Schools for Fiscal Year 2009-10. The District is the grantee and the City of Lodi will be the sub-recipient of the grant funding through the California Department of Education.

In order to provide the recreational component required by Bridge1 grant standards, the District has entered into agreements with participating community-based organizations of which the City of Lodi Parks and Recreation Department is one. Other participating community-based organizations are the City of Stockton Parks and Recreation Department and the Lodi Boys and Girls Club. Each of these organizations will provide staff and supervision for their respective sites. Costs to provide the aforementioned services will be reimbursed to the participating community-based organizations by the District as the programs' designated fiscal agent as per the Agreement.

This contract went before the Lodi Unified School District Board for approval on June 2, 2009.

FISCAL IMPACT: The terms of the agreement include estimated revenues to the City of Lodi Parks and Recreation Department of \$335,440. These revenues will be received on a reimbursement basis (as costs are incurred by the City the District will reimburse the City). Therefore, the programs would be operated on a no-cost basis (there will be no General Fund contribution for the operation of these programs).

JR:tl
cc: City Attorney

James M. Rodems
Interim Parks and Recreation Director

APPROVED: _____
Blair King, City Manager

**LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks and Recreation Department hereinafter called the Contractor. Contractor shall provide the following services; in coordination with the District to plan a program through a collaborative process that includes parents, youth, and representatives of participating public school sites, government agencies (e.g., parks & recreation departments), local law enforcement, community organizations, and the private sector. This contract will be entered into to provide support for education in a safe, constructive environment offering academic and enrichment components to assist the District in significantly increasing student performance and eliminating the achievement gap at Beckman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, and Washington.

The services shall begin on July 20, 2009 and be completed by May 31, 2010

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

\$ Not to Exceed \$335,440.00

Funding/Account Code: 01.6010.0.1110.1001.5800.942.6412

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor

Signature: _____
Date: _____
Address: Blair King, City Manager
125 N. Stockton St., Lodi, CA 95240
Phone: 209.333.6742

District

Requested by: [Signature] 5/8/09
School Site: Bridge Program (ASes) (Date)
Authorized by: _____ (Date)
Approved by: _____
Chief Business Officer
Date of Board Ratification: _____

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES

rev. 7/20/07

Approved as to form

City Attorney [Signature]

1:20 will be maintained. If staff stay pass 6pm, they are to leave early the next day as per Neil.

LUSD		2009	2010	Proposed	Budget	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Beckman	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total				\$41,930	\$5,300.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Borchardt	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total				\$41,930	\$5,300.00	
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Nichols	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
				\$41,930	\$5,300.00	

Fall/Winter Kids Leave Early,
Staff stay late/Leave Early next day, and staff now for 80.

Edith O. Lodi P & R

1:20 will be maintained. If staff stay pass 6pm, they are to leave early the next day as per Neil.

Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Heritage	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Woodbridge	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin. Sec	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Needham	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
Total					\$41,930	\$5,300.00

Fall/Winter Kids Leave Early,
Staff stay late/Leave Early next day, and staff now for 80.

1:20 will be maintained. If staff stay pass 6pm, they are to leave early the next day as per Neil.

Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Lawrence	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
					\$41,930	\$5,300.00
Site	Capacity	Position	Rate	Ave Hr	Site Total	Match
Washington	80	Rec. Sp.	\$15.00	700	\$10,500	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Rec. Ldr	\$10.50	700	\$7,350	
		Bridg. Clerk	\$15.00	207	\$3,105	
		Coord.	\$20.00	98	\$1,960	
		Rec. Sup	\$43.00	55	\$2,365	
		Admin Sec.	\$35.00	10	\$350.00	\$350.00
		P&R Dir	\$80.00	35		\$2,800.00
		Admin Clrk	\$18.00	50		\$900.00
		Personal Services				\$1,250.00
		Supplies			\$1,600	
					\$41,930	\$5,300.00
Total					Site Totals	In kind match
Total					\$335,440	\$42,400.00

Fall/Winter Kids Leave Early,
Staff stay late/Leave Early next day, and staff now for 80.

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN LODI UNIFIED SCHOOL
DISTRICT AND THE CITY OF LODI TO PROVIDE THE
BRIDGE PROGRAM AT EIGHT LOCATIONS DURING
FISCAL YEAR 2009-10

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient), to provide After School Staff Support for the Bridge program at eight locations during fiscal year 2009-10, in an amount not to exceed \$335,440.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2009 through June 30, 2012.

MEETING DATE: June 3, 2009

PREPARED BY: Jordan Ayers, Deputy City Manager

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the direct payment program agreement with the State of California, Department of Community Services and Development for the term of July 1, 2009 through June 30, 2012.

BACKGROUND INFORMATION: The LIHEAP (Low-Income Home Energy Assistance Program) is designed to provide assistance to qualified customers once a year or as a crisis intervention action. As a crisis intervention action, this program is crucial to customers who need help paying their utility bills, as otherwise they may suffer termination of service for non-payment. The State of California, Department of Community Services and Development determines program eligibility and issues funds to the City on behalf of qualified clients.

The State of California, Department of Community Services and Development (CSD) requires an agreement be entered into between CSD and the City of Lodi to provide for LIHEAP disbursements on behalf of the City of Lodi energy customers. The attached proposed agreement will provide for this program for the term of July 1, 2009 through June 30, 2012.

FISCAL IMPACT: Nominal program expenses for the City already included in Finance Division budget.

Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____
Blair King, City Manager

**STATE OF CALIFORNIA
AGREEMENT**

This Agreement consists of this signature page, Exhibits A through F, and Attachments I through IV, which are attached hereto and incorporated herein by this reference. It is entered into between the State of California, **Department of Community Services and Development**, and the Utility Company, **City of Lodi**:

Utility Company:
The term of this Agreement is:
The maximum amount of this Agreement is:

City of Lodi
July 1, 2009 through June 30, 2012
\$-0-

Agreed to and approved:

CONTRACTOR

City of Lodi

By: _____ 2009
Authorized Signature Date Signed

Blair King, City Manager
Printed Name and Title of Person Signing

Address: City Hall, 221 W. Pine St.
P O Box 3006
Lodi, CA 95241-1910

Telephone: 209/333-6700

Facsimile: 209/333-6807

STATE OF CALIFORNIA
Department of Community Services and Development

Approved as to form

City Attorney

By: _____
Authorized Signature Date Signed

Margie Chan, Deputy Director for Administrative Services Division
Printed Name and Title of Person Signing

Address: 700 North Tenth Street, Room D-215
Sacramento, California 95811-0336

Telephone: (916) 341-4200
Facsimile: (916) 341-4213

Exhibit A
(Standard Agreement)

SCOPE OF WORK

1. The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to as CSD or the Department, and the **City of Lodi**, hereinafter referred to as Contractor, is for the purpose of making direct credit to the accounts of low-income energy customers of the Contractor that are identified by CSD as payment recipients under CSD's Low-Income Home Energy Assistance Program (LIHEAP), which includes the Home Energy Assistance Program (HEAP) and Energy Crisis Intervention Program – Fast Track (ECIP-FT).

2. **LOCATION WHERE SERVICES ARE TO BE PROVIDED**

Unless specified in writing, in advance, by CSD, the location of all services to be provided by CSD under this Agreement will be at:

Department of Community Services and Development
Program Services and Support Unit
700 North Tenth Street, Room D215
Sacramento, California 95811-0336

3. **ADDRESSES**

All notices to the parties shall, unless otherwise requested in writing, be sent to Contractor's address as follows:

Name and Title: Jordan Ayers, Deputy City Manager/Internal Services Director

Company name: City of Lodi

Address: P O Box 3006

City, State and Zip Code: Lodi, CA 95241-1910

or by facsimile to (209) 333 - 6807

and to CSD's address as follows:

Sukie Montes, Manager
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947
or by facsimile to (916) 341-4285

Exhibit B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT

Contractor will not receive any direct financial consideration under this Agreement.

2. CSD'S PROJECT COORDINATOR

The Manager of the Energy and Environmental Services is designated as the Department's Project Coordinator. The Department may, at any time, designate a substitute Project Coordinator.

3. CONTRACTOR'S PROJECT COORDINATOR

RUBY PAISTE, FINANCIAL SVCS MGR. is designated as the Contractor's Project Coordinator. The Contractor may, at any time, designate a substitute Project Coordinator. Notification to CSD of any change in the Project Coordinator will be made in writing and will not require an amendment to this Agreement.

4. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, CSD shall have the option to either cancel this Agreement with no liability occurring to CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. Notwithstanding the language in Sections 4.A. or 4.B. above, if CSD believes that funds will be insufficient to allow the State to make LIHEAP payments to Contractor i.e., for the reasons described in Section 4.A. or 4.B. above, then CSD shall promptly notify Contractor's Project Coordinator. CSD and the Contractor's Project Coordinator shall attempt to amend this Agreement so the LIHEAP payments can continue to the extent possible given the nature of the shortage or unavailability of funding for LIHEAP. The parties agree that it is undesirable to terminate this Agreement for any short-term unavailability of LIHEAP funds and that it would be preferable, if Federal funds are not available for LIHEAP, to suspend LIHEAP until CSD is able to obtain sufficient funding to resume credits to qualified low-income energy customers, as provided for under LIHEAP.

Exhibit B
(Standard Agreement)

5. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to CSD by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for LIHEAP, this Agreement shall be amended to reflect any reduction in funds.
- D. CSD has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction for funds.
- E. CSD will notify Contractor's Project Coordinator if federal funds are insufficient for LIHEAP to continue as expected during the next fiscal year or if restrictions, limitations or conditions have been imposed by Congress on the LIHEAP or funding for it as soon as the Federal grant award letter has been issued with some constraint. CSD further agrees that Contractor's willingness to suspend the LIHEAP, as described herein and in Section 5.C. above, does not constitute an agreement by Contractor that: (i) funding for LIHEAP is unimportant or (ii) a delay in crediting a customer with LIHEAP funds is acceptable, to either Contractor or its customers.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.csd.ca.gov.

\\Cobra\shared\Contracts\Direct Payment\2009 Direct Payment\Boilerplate\05 Exhibit C, General Terms and Conditions.doc

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **CANCELLATION**

Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

2. **SUBCONTRACTS**

No subcontracts shall be permitted under this Agreement; therefore, references to subcontractors or subcontracts as part of standard provisions that have been included herein shall have no applicability.

3. **CERTIFICATION**

Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following: Information Integrity and Security (Department of Finance, Budget Letter 04-35).

4. **LABOR CODE/WORKERS' COMPENSATION**

Both parties agree that they are aware of the provisions that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and CSD affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

5. **RESOLUTION**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an agreement, authorizing execution of the agreement.

6. **COMPLIANCE WITH LAWS AND TAX WITHHOLDING**

- A. CSD shall comply with all applicable Federal, State, and local laws, rules, and regulations and shall obtain all permits required to conduct its business and perform the work called for in this Agreement, if applicable.
- B. CSD represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable laws with respect to CSD personnel who perform services for the Contractor. CSD shall indemnify and hold the Contractor harmless, on an after-tax basis, for any liability incurred by the Contractor as a result of CSD's failure to institute any such required withholding.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. **INDEPENDENT CONTRACTOR**

CSD, and the agents and employees of CSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Contractor.

2. **DELEGATION OF CSD'S DUTIES**

This Agreement is not assignable by CSD, either in whole or in part, without the consent of Contractor in the form of a formal written amendment. CSD shall not employ other consultants or contractors to provide key data entry, document perfection, and/or any other services under this Agreement without the prior written approval of Contractor, nor shall the duties of CSD, under this Agreement, be delegated without prior written approval of Contractor. Unless otherwise expressly agreed upon by Contractor, CSD shall remain responsible for the quality and timeliness of performance notwithstanding any delegation.

3. **CONFLICT OF INTEREST/BUSINESS ETHICS**

CSD shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Contractor's interest. During the term of this Agreement, CSD shall not accept any employment or engage in any consulting work that creates a conflict of interest with Contractor or in any way compromises the services to be performed under this Agreement. All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of Contractor.

4. **WARRANTY**

CSD warrants to Contractor that the work under this Agreement shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed; so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

5. **CONFIDENTIALITY**

- A. In the course of performing the services under this Agreement, CSD may have access to confidential, commercial, or personal information concerning, but not limited to, technology, rate making, legislative, and personnel matters and practices of the Contractor, its subsidiaries, affiliates, or members of the public. CSD agrees not to disclose any such information without the prior written approval of Contractor.
- B. Contractor hereby agrees to provide required security to insure the confidential, physical security and safekeeping of all data, information, files, and documents while

EXHIBIT E
(Standard Agreement)

in its possession. Through the observance of the same or more effective procedural requirements as used by CSD, Contractor will protect from unauthorized use and disclosure all sensitive data, documentation, or other information that are designated confidential by CSD and made available to Contractor in order to carry out this Agreement. CSD shall provide to Contractor in writing the identification of all such confidential data and information, as well as CSD procedural requirements for protection of such data and information from unauthorized use and disclosure.

- C. Any representation herein made by CSD relating to confidentiality or the operations, limitations, and requirements for the furnishing of personnel records, as set forth in EXHIBIT E, ADDITIONAL PROVISIONS, Section 6., CSD's Use of Contractor's Property, below shall be subject to the Information Practices Act of 1977, Section 1798 et seq. of the California Civil Code, and the California Public Records Act, Section 6250 et seq. of the California Government Code.

6. CSD'S USE OF CONTRACTOR'S PROPERTY

All records, reports, computer programs, written procedures, and similar materials, documents, or data, in whatever form provided by Contractor for CSD's use in performance of services under this Agreement shall remain the confidential property of Contractor and shall be returned to Contractor immediately upon completion of CSD's use or upon written request of Contractor.

7. AVAILABILITY OF INFORMATION AND PUBLIC TESTIMONY

- A. Contractor's duly authorized representatives shall have, for the term of this Agreement and for two (2) years thereafter, access at all reasonable times, upon five (5) days written notice and during regular working hours, to the CSD personnel, accounts, and records, including but not limited to applications processed and computer files for personnel who perform services for Contractor under this Agreement in order to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by CSD, estimates of cost for fixed rates, including those applicable to proposed changes, annual audit to verify recertification processes, and for any other reasonable purposes. The personnel records, accessible under this paragraph, shall be limited to timekeeping, expense, and other such public records.
- B. This provision shall apply to all Agreements except those performed solely on a lump-sum basis. However, where lump sum and time and materials work, i.e., unit price, reimbursable cost, fixed rates, are performed together, either as a part of this Agreement or as separate contract(s), then the above audit privilege shall also extend to Contractor for access to all CSD's records pertaining to all contracts including the lump sum for assurance that the portions of the work performed on a time-and-materials basis are not being charged with time, material, or other units or cost that

EXHIBIT E
(Standard Agreement)

are intended to be covered by lump sum or fixed rates, etc., provided herein, supplement hereto or in such other agreements.

- C. CSD accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to this Agreement and the basis for charges or allocations to this Agreement.
- D. CSD shall preserve all such accounts and records for a period of two (2) years after the expiration of the term of this Agreement. Contractor's duly authorized representatives shall have the right to reproduce any such accounts and records. Contractor shall be responsible for the incremental cost, if any, of retention and retrieval of said records. CSD shall promptly adjust any inaccuracy in the billings.
- E. Access under this paragraph shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 2. Compensation, A. Application Category Costs, item 1). CSD shall bear no portion of the Contractor's audit cost incurred under this paragraph unless agreed to by CSD.

8. NONWAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be in writing.

9. PRIOR WORK

Services performed by CSD pursuant to Contractor's authorization, but before the execution of this Agreement, shall be considered as having been performed subject to the provisions of this Agreement.

10. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall not be liable for incidental or consequential damages including but not limited to loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts, unless expressly authorized in writing by Contractor.

11. INSURANCE

CSD is a self-insured entity. If said coverage no longer prevails, CSD will notify Contractor within thirty (30) days of said coverage expiration.

EXHIBIT E
(Standard Agreement)

12. CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretations.

13. VENUE

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusive vested in the State Courts of the County of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District of California in Sacramento, California.

14. OTHER AGREEMENTS

This Agreement shall not prevent either party from entering into similar agreements with others.

15. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to, any disputes between CSD and Contractor regarding the construction or application of this Agreement and claims arising out of this Agreement or its breach shall be submitted to mediation within thirty (30) calendar days of the written request of one party after the service of that request on the other party.
- B. The parties shall make best efforts to settle all disputes arising under this Agreement as a matter of normal business and without recourse to either mediation or litigation. If the parties are unable to resolve a dispute with respect to this Agreement, either party may send a notice to the other requesting a meeting at which senior officers or officials of the parties will attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) days after the meeting notice is received by the party to whom it is directed, or such longer period as the parties may agree, then either party may initiate mediation as set forth herein.
- C. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation that arises out of any dispute related to this Agreement, the parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit, regardless of the outcome the litigation.

16. ADDITIONAL WORK

Before proceeding with any work involving possible claims for extra compensation not specified in this Agreement, CSD shall, upon receipt of a detailed description of services requested, submit in writing to the Contractor a detailed estimate for the cost for such work.

EXHIBIT E
(Standard Agreement)

CSD shall provide the Contractor with a detailed breakdown and estimated cost of anticipated work, including extensions and change orders, as follows:

- A. Description of work to be performed, including detailed breakdown of identifiable tasks;
- B. Estimated cost of each task;
- C. Expected date of completion of each task;

CSD shall not proceed with any such additional work prior to receiving written amendment to this Agreement, signed by both parties.

17. FEDERAL EQUAL OPPORTUNITY LAWS

During the performance of this Agreement, and to the extent they may be applicable to this Agreement, CSD agrees to comply with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- B. Title VI and Title VII of the Civil Rights Act of 1964; as amended;
- C. Rehabilitation Act of 1973, as amended;
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor, as amended; and
- F. Public Law 101-336, Americans with Disability Act of 1990.

Exhibit F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. A. CSD will process applications and make a determination of applicant's eligibility for assistance based upon preestablished criteria pursuant to the LIHEAP. CSD will provide the Contractor with a printout or transmittal (Attachment 2) which lists applicants determined eligible for assistance and the amount of assistance. Payment, in the form of a State of California warrant, and Direct Payment Summary (Attachment 3), shall accompany the printout, and shall represent the sum total of benefits contained on said transmittal.
- B. Contractor will process payments contained on aforementioned printout in accordance with the provisions of the enclosed LIHEAP Direct Payment Instructions (Attachment 1).
- C. Contractor will provide notification of LIHEAP payment to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit."
- D. The Contractor shall attempt to credit the accounts of qualified low-income customers by the subsequent billing cycle following the receipt of the transmittal and State of California warrant.
- E.
 - 1) Contractor is responsible for completing and returning to CSD, the Direct Payment Summary that accompanies each transmittal, within ten (10) working days of processing and handling the batch run of eligible low-income utility customers receiving LIHEAP assistance. Contractor shall complete the Direct Payment Summary by indicating: 1) the total number of customer accounts where the Contractor was successful in crediting full amount of eligible LIHEAP benefit; 2) the customer accounts where the Contractor was only able to credit a partial amount of the eligible LIHEAP benefit, also referred to as Partial Payment Return; and 3) the customer accounts where the Contractor was unable to credit any of the eligible LIHEAP assistance amount, also referred to as Full Payment Return.
 - 2) Contractor shall return any undeliverable LIHEAP benefits to CSD during the course of this Agreement.

2. **DISBURSEMENTS**

Funds provided under this Agreement shall be disbursed and applicant accounts credited in accordance with the provisions of the LIHEAP Direct Payment Instructions.

**Exhibit F
(Standard Agreement)**

3. ASSURANCES

- A. Contractor shall charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the payment amount made by the Department. The actual costs of the home energy shall be consistent with applicable utility company tariffs as approved by the CPUC, if applicable.
- B. Contractor assures that no household receiving assistance under this process will be treated adversely because of such assistance under applicable provisions of State Law regarding public regulatory requirements.

4. REPORTS

Reports required under this Agreement are detailed in the LIHEAP Direct Payment Instructions and the attachments thereto.

Direct Payment

LIHEAP Direct Payment Instructions and Samples

- **Attachment 1 – Direct Payment Instructions**
- **Attachment 2 – Sample Printout**
- **Attachment 3 – HEAP Direct Payment Summary**
- **Attachment 4 – Utility Direct Pay File Format**

ATTACHMENT 1

LIHEAP DIRECT PAYMENT INSTRUCTIONS

HOW TO MAKE A MATCH

OPEN ACCOUNTS: If an applicant's utility account is open at the time a LIHEAP payment is received, the full amount of the payment can be applied even if it creates a credit to the account.

It is incumbent upon your company to match payments to the correct account and customer of record to which the LIHEAP applicant has directed the benefit. For this purpose, both the "Customer of Record" and last name of the LIHEAP applicant, "Applicant Last Name" has been provided, as well as an account number and service address.

CLOSED ACCOUNTS: If, at the time the LIHEAP benefit is to be applied, and the applicant's reported utility account is closed, you must select and complete one of the three options below:

- 1.) A match can be made with an applicant's new account within the same utility company.
- 2.) If the account is CLOSED with an outstanding balance owed, a partial payment can be made and the difference refunded to CSD with a notation on your printout.
- 3.) If the account is CLOSED with no outstanding balance, the total amount of LIHEAP benefit should be returned to CSD with a notation on your printout.

HOW TO NOTIFY CSD OF PARTIALS AND/OR NON-MATCHES

1.) PRINTOUTS:

- Copy the page of the printout upon which the LIHEAP applicant's name appears.
- Circle the name of the customer of record to whose account the partial payment was applied (See Attachment 2).
- Note beside the LIHEAP payment the amount that is being returned to CSD (the difference between the CSD payment and the returned amount is the amount which was credited to the customer of record). If there is a 100% refund to CSD, note the total LIHEAP payment amount.

- Provide an adding machine tape listing the total amount of money to be refunded to CSD. The tape should include both the individual amounts, as well as a total.
- Return the LIHEAP DIRECT PAYMENT SUMMARY SHEET, which accompanies each run of selected payment records, with the number of partials and/or non-matches (See Attachment 3).
- Attach a check made payable to CSD and return your printout (with partials/non-matches information), adding machine tape, and summary page to:

The Department of Community Services and Development
 Energy and Environmental Services
 P.O. Box 1947
 Sacramento, CA 95812-1947

2.) Compact Disk (CD)/File Transfer Protocol (FTP)

- If you expect to return the "partial or non-match" information to CSD by CD or File Transfer Protocol (FTP), refer to Attachment 4 for more specific instructions on how to code the record.

WHAT IF ALL RECORDS ARE MATCHES

If you find that all records on a specific run are matches to your client database, you need to notify CSD on the LIHEAP Direct Payment Summary. In the case of a 100% match, the figure in the "Run \$ Total" column would be the same amount as the amount in the "Total \$ Match" column (Attachment 3).

ATTACHMENT 2

DATE: 01/07/2009

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2009 HOME ENERGY ASSISTANCE PROGRAM
(Federally Funded Programs)

PAGE: 1

UTILITY COMPANY NAME
Pay Run on 01/07/2009

ACCOUNT NUMBER	PAY AMT	CUSTOMER OF RECORD	SERVICE ADDRESS	APPLICANT LAST NAME	DLN
4257809602625000003301	\$236.00	MELLISA CASTRO	2625 S MAIN ST LOS ANGELES, CA 95678	CASTRO	0927805000000004
1099766500156000000401	\$294.00	LUIS ABUNDIZ	156 W 82 ST LOS ANGELES, CA 90003	ABUNDIZ	0906305000000026

GRAND TOTAL: \$530.00

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room D-215

Sacramento, CA 95811-0336

(916) 341-4200

(916) 341-4203 (FAX)

(916) 327-6318 (TDD)



ATTACHMENT 3

2009 HEAP DIRECT PAYMENT SUMMARY

PLEASE COMPLETE FOR EACH DIRECT PAYMENT BATCH

CSD RUN DATE (THIS DATE IS ON THE TOP LEFT HAND CORNER OF THE PRINT- OUTS)	(A) TOTAL DOLLAR AMOUNT FROM CSD (THIS IS THE CHECK AMOUNT THAT WAS SENT WITH THIS RUN DATE NOTE: THIS AMOUNT SHOULD MATCH THE PRINT- OUT)	(B) TOTAL DOLLAR AMOUNT BEING RETURNED CSD (ENTER THE AMOUNT OF THE CHECK THAT WILL BE RETURNED TO CSD WITH THIS FORM)	(C) TOTAL NUMBER OF RECORDS BEING RETURNED TO CSD (ENTER THE NUMBER OF RECORDS THAT WILL BE RETURNED TO CSD WITH THIS FORM)	(D) TOTAL DOLLARS THAT MATCHED (THIS IS THE AMOUNT THAT YOU STARTED WITH, MINUS ANY RETURN DOLLARS, EQUALS TOTAL DOLLARS MATCHED A- B=D)
01/07/2009				

COMPLETED BY: _____ PHONE: _____

UTILITY COMPANY: _____ DATE: _____

PLEASE RETURN THIS SUMMARY SHEET WITH PRINT-OUTS AND CHECK (FOR NON-MATCHES)
NO LATER THAN 10 DAYS FOLLOWING RECEIPT FROM CSD

PLEASE RETURN SUMMARY SHEET TO: Vernita Faison, ENERGY SERVICES
HOME ENERGY ASSISTANCE PROGRAM
P. O. BOX 1947
SACRAMENTO, CA 95812-1947

IF YOU HAVE ANY QUESTION PLEASE CONTACT
VERNITA FAISON (916) 341-4276

CSD USE ONLY

CHECK NUMBER		DATE RECEIVED SUMMARY		DATE SENT TO ITS	
\$ AMOUNT RETURNED					

ATTACHMENT 4

Utility Direct Pay File Format

Header Record					
Data Field	Length	Justification	Domain	Comment	Source
Header Identification Code	5	left	00HDR	First five characters of first line of all data files	constant
System Date	8	left	YYYYMMDD	Date file produced	system
System Time	6	left	HHMMSS	Time file produced	system
Utility Initials	5	left	XXXXX	PGE, SOCG etc.	u.utility_initials
Filler	259	left	spaces	pad to fixed record length *	calculated
Detail Record					
Data Field	Length		Domain	Comment	Source
Record Number	5	left	NNNNN	0001-NNNN	calculated
Utility Account Number	30	left	Utility specific	Complete current account number, without punctuation, including check digits (if used)—left-justify, force to upper-case, pad with trailing spaces	ap.account_no
Payment Amount	8	right	NNNNN.NN		p.paid_amount
Energy Bill Address Line 1	44	left			ae.bill_address_1
Energy Bill Address Line 2	18	left			ae.bill_address_2
Energy Bill Address City	30	left			ae.bill_city
Energy Bill Address State	2	left	XX		ae.bill_state_code
Energy Bill Address Zip	9	left	NNNNN(NNNN)		ae.bill_zip_code
Bill First Name	20	left			ap.bill_first_name
Bill Last Name	30	left			ap.bill_last_name
Bill Middle Initial	1	left			ap.bill_middle_initial
Applicant First Name	20	left			a.first_name
Applicant Last Name	30	left			a.last_name
Applicant SSN	9	left	NNNNNNNNN	Applicant Social Security Number	a.ssn
App SLN	12	left	N(NNNNNNNNNN)	System Locator Number - left justified, padded with spaces	app.sln
App DLN	15	left	NNNNNNNNNNNNNNN	Document Locator Number - left justified, padded with spaces	app.dln
Footer Record					
Data Field	Length		Domain	Comment	Source
Footer Identification Code	5	left	99EOF	First five characters of footer	constant
Record Count	5	right	NNNNN	Total number of detail records	calculated
Payment Amount Total	12	right	NNNNNNNNN.NN	Payment amount total	calculated
Filler	261	left	spaces	pad to fixed record length *	calculated
Notes:					
* Fixed record length: 283 characters + Carriage Return + Line Feed					
Source column table abbreviation key:					
a=applicant					
ap=app_program					
ae=app_energy					
p=app_program_payment					
u = utility					
(rev. 11/2/2001)					

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
DIRECT PAYMENT PROGRAM AGREEMENT WITH THE
STATE OF CALIFORNIA, DEPARTMENT OF COMMUNITY
SERVICES AND DEVELOPMENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Direct Payment Program Agreement with the State of California, Department of Community Services and Development for the Low-Income Home Energy Assistance Program (LIHEAP); and

BE IT FURTHER RESOLVED that the term of this Agreement will be in effect from July 1, 2009 through June 30, 2012.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2009/10

MEETING DATE: June 3, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution ratifying the 2009/10 Annual Financial Plan (AFP) for the San Joaquin Council of Governments (COG).

BACKGROUND INFORMATION: Attached is a summary of COG's AFP for Fiscal Year 2009/10. The COG Board adopted the AFP on April 23, 2009. Pursuant to COG's Joint Powers Agreement, the budget is to be ratified by the City of Lodi and the other agencies in the County following adoption by the COG Board.

Staff would like to acknowledge both the importance of the work COG performs and the significant and excellent assistance their staff provides in delivering transportation projects in the City and the entire County.

FISCAL IMPACT: This is the operating plan for COG. COG oversees Measure K funding for several projects in Lodi, including street maintenance and Transit, as well as the administration of several federal funding sources.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

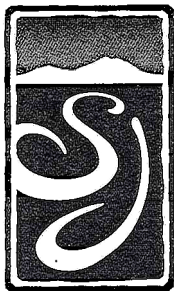
Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

Attachment

cc: D. Stephen Schwabauer, City Attorney
Steve Dial, COG Deputy Executive Director/Chief Financial Officer

APPROVED: _____
Blair King, City Manager



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202

209.468.3913 • 209.468.1084 (fax)

www.sjco.org

Brent Ives
CHAIR

Larry Hansen
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies

CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

May 7, 2009

Mr. Blair King
City of Lodi
P.O. Box 3006
Lodi, CA 95241

Dear Mr. King:

Enclosed is a summary of the San Joaquin Council of Governments' Annual Financial Plan (AFP) for Fiscal Year 2009-2010. The Board unanimously adopted the Plan on April 23, 2009. A copy of the adopting resolution is enclosed. Pursuant to SJCOG's Joint Powers Agreement, following adoption of the budget by the SJCOG Board, it is to be delivered to member agencies for ratification by each governing body.

Therefore, SJCOG requests you place SJCOG's Annual Financial Plan for Fiscal Year 2009-2010 on a forthcoming agenda prior to June 30, 2008 for approval.

The Annual Financial Plan implements the FY 2009-2010 Overall Work Program (OWP) that was also adopted by the SJCOG Board on April 23 2009.

The attached Annual Financial Plan summary provides a detail of expenditures by cost category and line item comparing the proposed budgets with the current year (FY 2008/09) adopted budget (as amended) and the actual expenditures for FY 2007/08. The following assumptions are incorporated in the budget:

1. Work will not begin and expenses will not be incurred unless anticipated revenue sources are secured.
2. SJCOG anticipates being fully staffed for the entire fiscal year, therefore the Salaries and Benefits cost category is fully funded. No additional staff is being requested.
3. With the exception of Professional Services, SJCOG's budget will remain at the 2008-09 level.

REVENUES

SJCOG operating revenues are down 9.5% or \$807,160 lower. Overall, federal funding for operating is down 5.7% from 2008/09, however this includes reducing SJCOG's drawdown on previously obligated FHWA PI funds from \$700,000 to \$500,000 in addition to the current year's obligation in order to continue to meet the aggressive work activities of the Overall Work Program. State funding sources are down 26.6% due to the completion of several planning projects and the elimination of State Transit Assistance from the state budget. Local revenues are 3.0% lower due to economic conditions taking a toll of sales tax which impacts the Local Transportation Fund and Measure K.

EXPENDITURES

Salaries and Benefits These line items are budgeted to remain at the 2008-09 level.

Services and Supplies All of the line items in this category are budgeted to remain at the 2008-09 level.

Professional Services is decreasing 23.2% reflecting the completion of significant amounts of consulting work in the OWP.

Fixed Assets remains the same as approved in 08-09 at \$80,500.

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to June 30, 2009.** Please let me know when this will be on your agenda. If you have any questions regarding this matter, don't hesitate to contact me at 468-3913.

Thank you for your assistance.

Sincerely,



STEVE DIAL
Deputy Executive Director/Chief Financial Officer

**San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2009/10**

Adopted April 23, 2009

CHAIR

Mayor Brent Ives, City of Tracy

VICE-CHAIR

Mayor Larry Hansen

BOARD OF DIRECTORS

Councilmember Gary Haskin	City of Escalon
Mayor Kristy Sayles	City of Lathrop
Mayor Pro Tem Steve DeBrum	City of Manteca
Mayor Chuck Winn	City of Ripon
Supervisor Ken Vogel	County of San Joaquin
Supervisor Leroy Ornellas	County of San Joaquin
Supervisor Steve Bestolarides	County of San Joaquin
Mayor Ann Johnston	City of Stockton
Vice Mayor Kathy Miller	City of Stockton
Councilmember Dale Fritchen	City of Stockton

EX OFFICIO DIRECTORS

Ken Baxter, Deputy Director-Planning	Caltrans District 10
Gary Giovanetti, Director	San Joaquin Regional Transit District
Steve Herum, Commissioner	Port of Stockton

SUBMITTED BY:

Andrew T. Chesley
Executive Director

Steve Dial
Deputy Executive Director/
Chief Financial Officer

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2009/10
Adopted April 23, 2009

	FY 2007-08	FY 2008-09	FY 2009-10	
REVENUES	Actual	Amend. B 4/23/09	Adopted 4/23/09	% Change
Federal Grants	\$2,327,708	\$2,989,515	\$2,819,242	-5.7%
State Grants	\$1,511,943	\$2,002,476	\$1,470,136	-26.6%
Local	\$3,008,909	\$3,468,412	\$3,363,865	-3.0%
Interest	\$38,103	\$5,000	\$5,000	0.0%
Other	\$68,268	\$15,000	\$15,000	0.0%
SJCOG OPERATING REVENUES	\$6,954,931	\$8,480,403	\$7,673,243	-9.5%
Federal Pass-Through	\$125,381,000	\$125,381,000	\$651,381,000	419.5%
State Pass-Through	\$8,755,012	\$8,277,984	\$0	-100.0%
Local Pass-Through	\$80,653,900	\$68,546,000	\$62,335,500	-9.1%
Commercial Paper	\$167,000,000	\$167,000,000	\$167,000,000	0.0%
TOTAL SJCOG REVENUE	\$388,744,843	\$377,685,387	\$888,389,743	135.2%
EXPENDITURES				
Salaries & Benefits	\$3,145,771	\$3,647,633	\$3,647,633	0.0%
Services & Supplies	\$1,207,891	\$1,274,500	\$1,274,500	0.0%
Office Expense	\$335,794	\$362,000	\$362,000	0.0%
Communications	\$59,900	\$60,000	\$60,000	0.0%
Memberships	\$43,391	\$42,000	\$42,000	0.0%
Maintenance - Equipment	\$4,897	\$13,000	\$13,000	0.0%
Rents & Leases - Equipment	\$200,188	\$210,000	\$210,000	0.0%
Transportation, Travel & Training (In & Out of	\$133,088	\$110,000	\$110,000	0.0%
Allocated Service Cost	\$3,014	\$4,000	\$4,000	0.0%
Publications & Legal Notices	\$22,430	\$27,000	\$27,000	0.0%
Insurance	\$83,353	\$85,000	\$85,000	0.0%
Building Maintenance	\$116,692	\$120,000	\$120,000	0.0%
Rents - Structures & Grounds	\$205,144	\$241,500	\$241,500	0.0%
Professional Services	\$1,949,969	\$3,477,770	\$2,670,610	-23.2%
Fixed Assets	\$164,192	\$80,500	\$80,500	0.0%
Unallocated/Reserve	\$0	\$0	\$0	0.0%
SJCOG OPERATING EXPENDITURES	\$6,467,823	\$8,480,403	\$7,673,243	-9.5%
Excess (Deficit) Revenues	\$487,108	-\$0	\$0	
Over Expenditures (Operating)				



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-09-40

RESOLUTION APPROVING THE ADOPTION OF THE 2009-2010
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.


NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2009-2010 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 23rd day of April 2009, by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Councilman Harris, Manteca; Councilman Fritchen, Stockton;
Councilman Haskin, Escalon; Mayor Ives, Tracy; Mayor
Johnston, Stockton; Vice-Mayor Miller, Stockton; Supervisor
Ornellas, San Joaquin County; Mayor Sayles, Lathrop;
Supervisor Vogel, San Joaquin County; Mayor Winn, Ripon.

NOES: Supervisor Bestolarides, San Joaquin County; Mayor Hansen,
Lodi.

ABSENT: None.



BRENT H. IVES
Chairman

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY
COUNCIL RATIFYING THE SAN JOAQUIN
COUNCIL OF GOVERNMENTS' (SJCOG)
2009/10 ANNUAL FINANCIAL PLAN

=====

WHEREAS, the San Joaquin Council of Governments (SJCOG) has approved its fiscal year 2009/10 budget by adopting Resolution No. R-09-40 as shown on the attached, marked Exhibit A; and

WHEREAS, SJCOG is required to forward such Resolution to its member governments for their review and ratification.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby ratifies the 2009/10 Annual Financial Plan for SJCOG.

Dated: June 3, 2009

=====

I hereby certify that Resolution Nb. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-09-40

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 Councilman Haskin, Escalon; Mayor Ives, Tracy; Mayor
 Johnston, Stockton; Vice-Mayor Miller, Stockton; Supervisor
 Ornellas, San Joaquin County; Mayor Sayles, Lathrop;
 Supervisor Vogel, San Joaquin County; Mayor Winn, Ripon.

NOES: Supervisor Bestolarides, San Joaquin County; Mayor Hansen,
 Lodi.

ABSENT: None.


 BRENT H. IVES
 Chairman

**San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2009/10**

Adopted April 23, 2009

CHAIR

Mayor Brent Ives, City of Tracy

VICE-CHAIR

Mayor Larry Hansen

BOARD OF DIRECTORS

Councilmember Gary Haskin	City of Escalon
Mayor Kristy Sayles	City of Lathrop
Mayor Pro Tem Steve DeBrum	City of Manteca
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EX OFFICIO DIRECTORS

Ken Baxter, Deputy Director-Planning	Caltrans District 10
Gary Giovanetti, Director	San Joaquin Regional Transit District
Steve Herum, Commissioner	Port of Stockton

SUBMITTED BY:

Andrew T. Chesley
Executive Director

Steve Dial
Deputy Executive Director/
Chief Financial Officer

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2009/10
Adopted April 23, 2009

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Commercial Paper	\$167,000,000	\$167,000,000	\$167,000,000	0.0%
TOTAL SJCOG REVENUE	\$388,744,843	\$377,685,387	\$888,389,743	135.2%
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Salaries & Benefits	\$3,145,771	\$3,647,633	\$3,647,633	0.0%
Services & Supplies	\$1,207,891	\$1,274,500	\$1,274,500	0.0%
Office Expense	\$335,794	\$362,000	\$362,000	0.0%
Communications	\$59,900	\$60,000	\$60,000	0.0%
Memberships	\$43,391	\$42,000	\$42,000	0.0%
Maintenance - Equipment	\$4,897	\$13,000	\$13,000	0.0%
Rents & Leases - Equipment	\$200,188	\$210,000	\$210,000	0.0%
Transportation, Travel & Training (In & Out of	\$133,088	\$110,000	\$110,000	0.0%
Allocated Service Cost	\$3,014	\$4,000	\$4,000	0.0%
Publications & Legal Notices	\$22,430	\$27,000	\$27,000	0.0%
Insurance	\$83,353	\$85,000	\$85,000	0.0%
Building Maintenance	\$116,692	\$120,000	\$120,000	0.0%
Rents - Structures & Grounds	\$205,144	\$241,500	\$241,500	0.0%
Professional Services	\$1,949,969	\$3,477,770	\$2,670,610	-23.2%
Fixed Assets	\$164,192	\$80,500	\$80,500	0.0%
Unallocated/Reserve	\$0	\$0	\$0	0.0%
SJCOG OPERATING EXPENDITURES	\$6,467,823	\$8,480,403	\$7,673,243	-9.5%
Excess (Deficit) Revenues	\$487,108	-\$0	\$0	
Over Expenditures (Operating)				

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA ITEM J-02a

AGENDA TITLE: Appointments to the Greater Lodi Area Youth Commission

MEETING DATE: June 3, 2009

PREPARED BY: City Clerk

RECOMMENDED ACTION: Concur with the Mayor's recommended appointments to the Greater Lodi Area Youth Commission.

BACKGROUND INFORMATION: On March 18, 2009, the City Council directed the City Clerk to post for the expiring terms on the Greater Lodi Area Youth Commission. The Mayor has reviewed the applications and made his selection. It is, therefore, recommended that the City Council concur with the following appointments.

Greater Lodi Area Youth Commission

Adult Advisors:

Elizabeth Mazzeo	Term to expire May 31, 2012
Jeffrey Palmquist	Term to expire May 31, 2012
Summer Pennino	Term to expire May 31, 2012

Student Appointees:

Gordon Wong	Term to expire May 31, 2011
Deyanira Nava	Term to expire May 31, 2011
Mandy Majidian	Term to expire May 31, 2011
Priyank Patel	Term to expire May 31, 2011

NOTE: (Adult Advisors) 4 applicants (3 seeking reappointment and 1 new application);
(Student Appointees) 17 applicants (1 seeking reappointment, 6 new applications, and 10 applications on file);
application deadline 4/20/09

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Budget Presentation, Invite Public Comments and Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2009 and Ending June 30, 2010 and Approving the Fiscal Year 2009/10 Appropriation Spending Limit

MEETING DATE: June 3, 2009

PREPARED BY: City Manager

RECOMMENDED ACTION: Receive Budget presentation, invite public comments and adopt Resolution approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2009 and ending June 30, 2010 and approving the Fiscal Year 2009/10 Appropriation Spending Limit.

BACKGROUND INFORMATION: The City Council will continue to receive the budget presentation and the public is invited to comment on the Fiscal Year 2009/10 budget. Council has previously received information on this budget at Shirtsleeve meetings on May 5th, May 12th and May 19th. A Special Council meeting was held on May 26th and another Special Meeting is scheduled for June 2nd. The budget was reviewed by the Budget and Finance Committee and their recommendations are included in the presentation.

The General Fund Budget for FY 2009/10 is balanced without the use of reserves. However, it is expected that expenditures incurred during the current FY 08/09 will exceed revenues and General Fund reserves will be drawn on.

Improvements have been made to the budget document itself. Summaries of full department budgets are provided vs. a collection of division budgets. Narratives are clearer and more concise. Additional supplemental information is included. This budget introduces the use of footnotes to explain variances and key items.

Although not required, the public has been invited to make comments through an advertisement in the Lodi News-Sentinel.

A resolution adopting the financial plan and budget is attached. Included in the budget resolution is the adoption of the Appropriation Spending Limit for the 2009/10 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2009/10 Appropriation Limit is \$77,022,287, an increase of

APPROVED: _____
Blair King, City Manager

\$794,752 over prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

FISCAL IMPACT: The 2009/10 budget provides an expenditure plan for all funds. The all funds budget is \$170,270,688 a decrease of \$16.8 million, or about 9% from the previous year, and a two-year decline of approximately \$43.4 million. The General Fund Budget is \$39,870,901, \$2.4 million less than the previous year and \$5.8 million less than two years ago.

Blair King, City Manager

APPROPRIATIONS SPENDING LIMIT

2009-10 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				76,227,535
Adjustment Factors				
1	Population %	1.0042		
2	Inflation %	1.0062		
Total Adjustment %				1.0104
Annual Adjustment				794,752
Adjustments				None
Total Adjustments				794,752
2009-10 APPROPRIATIONS SPENDING LIMIT				77,022,287

2009-10 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		30,614,117
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		30,614,117
CURRENT YEAR LIMIT		77,022,287
OVER(UNDER) LIMIT		(46,408,169)

EXHIBIT A

City of Lodi
 Appropriations Spending Limit
 Fiscal Year 09-10

		Amount	Source
A.	Last Year's Limit	76,227,535	
B.	Adjustments Factors		
	1 Population %	1.0042	(Exhibit B)
	2 Inflation %	1.0062	(State Finance)
	Total Adjustment %	1.01043	(B1*B2)
C.	Annual Adjustment	794,752	(B*A)
D.	Other Adjustments	None	
E.	Total Adjustments	794,752	(C+D)
F.	This Year's Limit	77,022,287	(A+E)

City of Lodi
Appropriations Spending Limit
Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:			
Fiscal Year	Per Capita Income	%Increase City Population	%Increase County Population
87-88	3.47	5.72	3.33
88-89	4.66	4.96	3.32
89-90	5.19	2.52	2.20
90-91	4.21	2.26	2.23
91-92	4.14	1.19	2.64
92-93	-0.64	0.97	2.41
93-94	2.72	0.73	2.13
94-95	0.71	0.51	1.57
95-96	4.72	1.31	1.59
96-97	4.67	1.68	1.85
97-98	4.67	0.70	1.21
98-99	4.15	1.16	1.47
99-00	4.53	1.94	1.44
00-01	4.91	1.29	1.78
01-02	7.82	1.90	2.71
02-03	-1.27	2.14	3.07
03-04	2.31	1.69	2.86
04-05	3.28	0.75	2.54
05-06	5.26	0.96	2.65
06-07	3.96	0.30	2.00
07-08	4.42	0.90	1.73
08-09	4.29	0.68	1.59
09-10	0.62	0.42	1.07

CALCULATIONS:			
Fiscal Year	Calculation		Appropriation Spending Limit
87-88	1.0347 x 1.0572 = 1.0939 1.0939 x \$22,654,787	=	\$24,782,072
88-89	1.0466x1.0496=1.0985 1.0985 x \$24,782,072	=	\$27,223,106
89-90	1.0519 x 1.0252 = 1.0784 1.0784 x \$27,223,106	=	\$29,357,398

90-91	1.0421 x 1.0226 = 1.0657 1.0657 x \$29,357,398	=	\$31,286,179
91-92	1.0414 x 1.0264 = 1.0689 1.0689 x \$31,286,179	=	\$33,441,797
92-93	.9936 x 1.0241 = 1.0175 1.0175 x 33,441,797	=	\$34,027,028
93-94	1.0272 x 1.0213 = 1.0491 1.0491 x 34,027,028	=	\$35,697,755
94-95	1.0071 x 1.0157 = 1.0229 1.0229 x 35,697,755	=	\$36,515,234
95-96	1.0472 x 1.0131 = 1.0609 1.0609 x 36,515,234	=	\$38,739,012
96-97	1.0467 x 1.0168 = 1.0643 1.0643 x 38,739,012	=	\$41,229,332
97-98	1.0467 x 1.0070 = 1.0540 1.0540 x 41,229,332	=	\$43,456,825
98-99	1.0415 x 1.01160 = 1.0536 1.0536 x 43,456,825		\$45,785,303
99-00	1.0453 x 1.0194 = 1.0656 1.0656 x 45,785,303		\$48,787,849
00-01	1.0491 x 1.0129 = 1.0626 1.0626 x 48,787,849		\$51,843,597
01-02	1.0782 x 1.0190 = 1.0987 1.0986858		\$56,959,824
02-03	.9873 x 1.0214 = 1.00843 1.00842822		\$57,439,894
03-04	1.0231 x 1.0169 = 1.0404 1.04039039		\$59,759,913
04-05	1.0328 x 1.0075 = 1.040546 1.040546		\$62,182,939
05-06	1.0526 x 1.0096 = 1.06270496 1.06270496		\$66,082,118
06-07	1.0396 x 1.0030 = 1.0427188 1.0427188		\$68,905,066
07-08	1.0442 x 1.0090 = 1.0535978 1.0535978		\$72,598,226
08-09	1.0429 x 1.0068 = 1.0499917 1.0499917		\$76,227,535
09-10	1.0062 x 1.0042 = 1.01042604 1.01042604		\$77,022,287

09-10 Appropriations Subject to Limit:

\$30,614,117
\$77,022,287

= 39.75%

EXHIBIT C

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi
Fiscal Year 09-10

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	30,614,117	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	30,614,117	(A-B)
D. CURRENT YEAR LIMIT	77,022,287	(Exhibit A)
E. OVER(UNDER) LIMIT	(46,408,169)	(C-D)

$$\frac{30,614,117}{77,022,287} = 39.75\%$$

EXHIBIT D**EXCLUDED APPROPRIATIONS**

City of Lodi
Fiscal Year 09-10

CATEGORY		Amount
COURT ORDERS		
	Subtotal	None
FEDERAL MANDATES		
	Subtotal	None
QUALIFIED CAPITAL OUTLAYS		
	Subtotal	None
QUALIFIED DEBT SERVICE		
	Subtotal	None
TOTAL EXCLUDABLE		None

(Copy to Exhibit C & G)

City of Lodi
Schedule to Match User Fees to Costs
Fiscal Year 09-10

EXHIBIT E

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
Public Safety Fees	305,000	23,651,720	0
Parks and Recreation Fees	1,327,188	4,096,236	0
Community Center Fees	443,578	1,859,673	0
Community Development Fees	441,000	1,210,238	0
PW Engineering Fees	216,032	945,540	0
Library Fees	50,000	1,419,910	0
Total	<u>2,782,798</u>	<u>33,183,317</u>	<u>0</u>

EXHIBIT F

Calculation - Proceeds of Taxes

City of Lodi
Fiscal Year 09-10

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
TAXES:			
Property Taxes	8,475,000		8,475,000
Sales & Use Tax	7,479,255	266,000	7,745,255
Business License Tax	1,089,750		1,089,750
Franchise Tax	1,641,000		1,641,000
Transient Occupancy Tax	411,000		411,000
Real Property -Documentary Tax	140,000		140,000
In-Lieu Franchise Tax	6,976,670		6,976,670
FROM STATE			
Motor Vehicle In Lieu	4,335,771		4,335,771
State H-way Maintenance		11,405	11,405
Gas Tax		1,062,000	1,062,000
Cigarette tax			0
Transportation Development Act		1,876,800	1,876,800
TDA -Pedestrian/Bike Path		0	0
SB 300 Transportation Partnership		0	0
Measure K Funds		900,000	900,000
State Reimbursements-POST		90,000	90,000
Public Library grants		50,000	50,000
PERS Rebate		0	0
SB90 Reimbursements		0	0
Asset Seizure Funds/Auto Theft		0	0
Drug Suppression Grant		238,000	238,000
State special grants		100,000	100,000
State STIP reimbursement		0	0
LOCALLY RAISED			
Fines, Forfeitures, Penalties		1,231,000	1,231,000
Licenses and permits		694,595	694,595
Rent of City Property		789,475	789,475
Development Fees		972,073	972,073
USER FEES			
(from Exhibit E)	0	2,782,798	2,782,798
OTHER MISCELLANEOUS			
Sale of Property		3,500	3,500
Restitution-Damage to Property		0	0
Other revenue		503,390	503,390
Interfund Transfers			
		5,932,983	5,932,983
SUB-TOTAL			
(for Exhibit G)	30,548,446	17,504,019	48,052,465
INTEREST EARNINGS			
(from Exhibit G)	65,671	37,629	103,300
TOTAL REVENUE			
(use for Exhibit C)	30,614,117	17,541,648	48,155,765
RESERVE WITHDRAWALS			
(Including appropriated Fund Balance)			0
TOTAL OF THESE FUNDS			
			48,155,765
OTHER FUNDS NOT INCLUDED			
			117,626,635
GRAND TOTAL BUDGET			
			165,782,400

**Interest Earnings
Produced by Taxes**

City of Lodi
Fiscal Year 09-10

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	30,548,446	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	30,548,446	(A-B)
D. TOTAL NON-INTEREST BUDGET	48,052,465	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	63.57%	(C/D)
F. INTEREST EARNINGS	103,300	
G. AMOUNT OF INTEREST EARNED FROM TAXES	65,671	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	37,629	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING THE CITY OF LODI FINANCIAL PLAN AND
BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
2009 AND ENDING JUNE 30, 2010, AND APPROVING
THE 2009-10 APPROPRIATIONS SPENDING LIMIT

=====

WHEREAS, the City Manager submitted the 2008-09 balanced Financial Plan and Budget to the City Council on May 20, 2009; and

WHEREAS, the 2009-10 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted public budget meetings on May 5, May 12, May 19, May 20 and June 3, 2009, at the Carnegie Forum; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2009-10; and

WHEREAS, the Appropriations Spending Limit and the annual adjustment factors selected to calculate the Limit are part of the Financial Plan and Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. That the 2009-10 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	Budget
General Fund	
Police	\$14,955,058
Fire	8,696,662
Public Works	1,962,141
Parks	2,251,918
City Clerk	548,540
City Manager	538,610
City Attorney	462,890
Internal Services	3,667,493
Economic Development	477,627
Non-Departmental	6,309,962
Total General Fund	\$39,870,901
Other Funds	
Electric Utility	\$72,634,564
Water Utility	12,500,365
Wastewater Utility	16,230,611
Transit	4,070,445

Streets	3,120,826
Community Development	1,210,238
Recreation	1,844,318
Community Center	1,859,673
Library	1,419,910
Transportation Development Act	50,000
Community Dev Block Grant	751,256
Public Safety Special Revenue	580,151
Capital Outlay	467,760
Equip & Vehicle Replacement	415,000
Debt Service	1,676,931
Benefits	6,909,955
Self Insurance	2,340,000
Trust and Agency	388,064
Fleet Services	1,929,720
Total Other Funds	\$130,399,787
Total	\$170,270,688

2. That the funds for the 2009-10 Financial Plan and Budget are appropriated as summarized in the document on file in the City Clerk's Office; and
3. That the Appropriations Spending Limit be increased by \$794,752 from the 2008-09 level of \$76,227,535 to the 2009-10 level of \$77,022,286.

Dated: June 3, 2009

=====

I hereby certify that Resolution No. 2009-____ as passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-____

**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize Staff to Modify Labor Unit Memorandum of Understandings (MOUs) according to signed Tentative Agreements (TAs)

MEETING DATE: June 3, 2009

PREPARED BY: City Attorney and Human Resources Manager

RECOMMENDED ACTION: Staff recommends Council Authorize Staff to Modify Labor Unit Memorandum of Understandings (MOUs) according to signed Tentative Agreements (TAs).

BACKGROUND INFORMATION: Following general City Council direction, staff has sought to ensure a balanced 2009/10 General Fund budget applying similar percentages of the General Fund to each department in 2009/10 as in 2008/09. This has necessitated reducing expenditures within City departments to include employee salaries and benefits. Accordingly, staff has negotiated tentative modifications to four bargaining units/group's salary and benefits. As the members of each bargaining unit may have different interests/needs in terms of salary and benefits, the structure of each tentative modification differs. However, modifications center around a combination of furloughs, salary reductions, overtime restrictions, limits on cash-out of benefits, and elimination of deferred compensation matching programs.

Staff has reached the following tentative agreements for FY 09/10:

1) Lodi Police Dispatchers Association

- Amend Article 1: Salary reduced by 58 hours of unpaid furlough leave.
- Amend Article 10.2 to eliminate cash-out provisions of holiday leave.

2) Police Officers Association of Lodi

- Amend Article 1: Salary reduced by 48 hours of unpaid furlough leave.
- Amend Article 5.5 to eliminate cash-out provisions of comp leave.
- Amend Article 22.6 to eliminate cash-out provisions of holiday leave.
- Amend Article 17.1 allowing members to resume the monthly uniform allowance starting July 1, 2009.

Police Department did not budget FY 09/10 overtime expenses of \$360,000. However, the Police Association agreed to use Compensatory Time Off rather than request payment of overtime, thus saving the City \$360,000¹.

¹ The Fair Labor Standards Act does not permit a requirement that overtime be taken on a compensatory rather than a cash basis. Instead the units have agreed to cooperate with the City to avoid overtime with the understanding that use of overtime would result in mid year budget cuts.

APPROVED: _____
Blair King, City Manager

3) Lodi Police Mid-Management Association.

- Amend Article 1: Salary reduced by 108 hours of unpaid furlough leave.
- Amend Article 2.1 to eliminate uniform allowance.
- Amend Article 4.2 to eliminate cash out provisions of comp leave.
- Amend Article 27.3 to eliminate cash out provisions of holiday leave.
- Amend Article 11.2 allowing members to resume receiving the City's 3% deferred compensation match effective July 1, 2009.

4) Lodi City Mid-Management Association.

- Amend Article 1: Salary reduced by 96 hours of unpaid furlough leave.
- Amend Article 3.2 to eliminate City deferred compensation match.

Staff had previously reached agreements with the following groups for the FY 09/10: IBEW, Unrepresented Confidential Employees, Executive Management, and Council Appointees.

FISCAL IMPACT: The above reduces the City's General Fund salary and benefit obligations by \$749,329 for FY 09/10.

FUNDING AVAILABLE: Not applicable.

Respectfully submitted,

D. Stephen Schwabauer, City Attorney

Dean Gualco, Human Resources Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving List of Lodi Energy Efficiency & Conservation Block Grant Fund Projects, an Element of the American Recovery & Reinvestment Act of 2009, and Authorize the City Manager to Submit a Grant Application to the Department of Energy (EUD)

MEETING DATE: June 3, 2009

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving a list of Lodi Energy Efficiency and Conservation Block Grant Fund projects and authorizing the City Manager to submit a grant application to the Department of Energy.

BACKGROUND INFORMATION: Under the American Recovery and Reinvestment Act of 2009 (ARRA), the State of California (specifically the California Energy Commission) has received \$351 million as part of the Energy Efficiency & Conservation Block Grant program.

Of this amount, \$302 million is earmarked for “large cities” (populations in excess of 35,000 citizens). Within the State’s allocation, Lodi is earmarked \$586,000 to expend in the area of energy efficiency and conservation.

In order to secure allocated funds, the City of Lodi has until June 25, 2009 to submit an application to the United States Department of Energy (DOE) detailing the utilization of the funding. The DOE then has approximately 60 calendar days to respond to Lodi’s application, and if Lodi is successful in its application process, the DOE processes payment directly to Lodi.

DOE is looking for projects that promote or enhance energy efficiency and conservation at residential and non-residential sites. The projects will be approved based upon five rating categories including job impacts, collaboration/leverage of funds, energy savings, cost of savings (implementation of energy conservation measures or project versus achieved energy savings), and sustainability and market transformation of project(s). It is the applicant's responsibility to sufficiently address and respond to these various criteria in order to secure the predetermined allocation. The projects, by definition, can include energy efficiency building envelope improvements, appliance upgrades, mechanical system improvements and more.

An inter-departmental Staff committee was formed to consider funding proposals submitted by various City departments. After careful review and deliberation, the committee narrowed the list of eligible funding projects down to 10.

A brief description of each project is as follows:

APPROVED: _____
Blair King, City Manager

Electric Utility Department (\$198,000)

- Lodi Keep Your Cool (\$25,000) – Involves the installation of new refrigeration door gaskets at restaurants, mini-markets, small grocery stores, beverage stores, donut shops, etc.;
- Lodi Lodging Energy Efficiency Pilot Project (\$48,000) – Involves the installation of specific energy conservation measures (lighting retrofits, HVAC improvements, room occupancy controls) for hotels, motels and lodging facilities in Lodi;
- Lodi Low-Income Customer Refrigerator Replacement Program (\$50,000) – Involves the removal of aging, inefficient refrigerators from the homes of low-income customers, and replacing those refrigerators with new, high efficiency refrigerators;
- Lodi Cool the Earth Educational Pilot Project (\$25,000) – This is an educational/outreach pilot program designed for students in grades K-6 at Lodi school sites; this interactive and engaging program teaches students about energy/water conservation, renewable energy and sustainable living practices; and,
- Lodi Energy Efficient Home Improvement Rebate Program (\$50,000) – This is an existing program within the utility; the requested federal funds will be used to enhance rebates to Lodi residential customers for pursue specific energy conservation measures (including upgrading attic/wall insulation, installing whole house and/or attic fans, installing radiant barriers/thermal shield roofing materials, installing shade screens/window tinting, and/or installing a high efficiency central air conditioner and repairing/replacing air ducts).

Information Systems Division (\$200,000)

- Lodi Computer Server Energy Efficiency Project (\$200,000) – Involves the removal of 25 physical computer servers (which constitute the City of Lodi computer mainframe), and replacing those units with eight high efficiency computer servers.

Parks & Recreation Department/Community Center (\$188,000)

- Kofu Park Community Building Energy Efficiency Project (\$20,000) – involves the installation of a high efficiency HVAC unit, installation of dual-paned windows, installation of door sweeps/weather-stripping, and the installation of R-38 attic insulation;
- Lodi Grape Bowl Lighting Retrofit (\$100,000) – Involves the removal of existing, inefficient lighting, and installing new, high efficiency (lower wattage) lamps;
- Solar-Powered Trash Compaction Pilot Project (\$53,000) – This unique and innovative pilot project involves the purchase and installation of 20 solar-powered trash compacting garbage cans;
- Community Center Energy Management System Retrofit (\$15,000) – Involves the purchase and installation of a new energy management system software package to replace a now defunct system; the new energy management system software will allow Community Center employees to more efficiently operate the facility's HVAC system (both on- and off-site remotely).

Combined, these various projects are forecasted to reduce energy consumption by 2.4 million kilowatt hours annually. Some of the proposed projects will achieve energy savings directly for the City of Lodi, while others will reduce energy consumption for both residential and non-residential customers.

Pending City Council concurrence, the next step in securing the earmarked \$586,000, is for the Electric Utility Department, on behalf of the City of Lodi, to complete and file the appropriate DOE funding application. The goal of utility staff is to file the application by June 10, 2009 (filing deadline to the DOE is June 25, 2009), and then await follow-up questions or direction from the DOE. If Council approves the resolution supporting these projects, a copy of the Resolution will be included with the application.

Adopt Resolution Approving List of Lodi Energy Efficiency & Conservation Block Grant Fund Projects, an Element of the American Recovery & Reinvestment Act of 2009, and Authorize the City Manager to Submit a Grant Application to the Department of Energy (EUD)

June 3, 2009

Page 3

Staff recommends approval of the proposed resolution supporting the 10 projects to be filed for the Energy Efficiency and Conservation Block Grant funding from the DOE, as well as the authorization for the City Manager and Electric Director to submit the appropriate application to the DOE on behalf of the City of Lodi to receive funding.

FISCAL IMPACT: The City of Lodi will receive \$586,000 to implement and complete various energy efficiency and conservation projects. Over time, the City and affected utility customers will reap the benefit of reduced energy, maintenance and operational costs.

FUNDING: The various projects outlined in this staff report will be funded via the American Recovery and Reinvestment Act of 2009 (the federal economic stimulus bill).

Jordan Ayers
Deputy City Manager/Internal Services Director

George F. Morrow
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service and Programs

GFM/RSL/lst

*Lodi Energy Efficiency & Conservation Block Grant Fund
Projects*

Below is a list of the ten (10) energy efficiency and conservation projects that will be submitted as part of the Department of Energy application process:

Lodi Electric Utility:

- 1) Lodi Keep Your Cool
- 2) Lodi Lodging Energy Efficiency Pilot Project
- 3) Lodi Refrigerator Trade-In Program
- 4) Lodi Cool the Earth Pilot Project
- 5) Lodi Energy Efficient Home Improvement Rebate Program

Lodi Information Systems Division:

- 6) Lodi Computer Server Energy Efficiency Project

Lodi Parks & Recreation Department/Community Center:

- 7) Kofu Park Community Building Energy Efficiency Project
- 8) Lodi Grape Bowl Lighting Retrofit
- 9) Solar-Powered Trash Compaction Pilot Project
- 10) Community Center Energy Management System Retrofit

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING A
LIST OF LODI ENERGY EFFICIENCY & CONSERVATION
BLOCK GRANT FUND PROJECTS AND AUTHORIZING THE
CITY MANAGER TO SUBMIT A GRANT APPLICATION TO
THE DEPARTMENT OF ENERGY

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WHEREAS, the Department of Energy, under the American Recovery & Reinvestment Act of 2009, has created the Energy Efficiency & Conservation Block Grant Fund; and

WHEREAS, the Department of Energy has identified \$586,000 in federal funding for energy efficiency and conservation projects specifically for the City of Lodi, California; and

WHEREAS, a City inter-departmental committee has recommended ten (10) specific projects for submittal and consideration of funding through the Energy Efficiency & Conservation Block Grant Fund to the Department of Energy, as shown Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the list of Lodi Energy Efficiency & Conservation Block Grant Fund Projects and authorizes the City Manager to submit a grant application to the Department of Energy for these projects.

Dated: June 3, 2009

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I hereby certify that Resolution No. 2009-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following Vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2009-_____

Electric Utility Department (\$198,000)

- 1) Lodi Keep Your Cool (\$25,000) – involves the installation of new refrigeration door gaskets at restaurants, mini-markets, small grocery stores, beverage stores, donut shops, etc.;
- 2) Lodi Lodging Energy Efficiency Pilot Project (\$48,000) – involves the installation of specific energy conservation measures (lighting retrofits, HVAC improvements, room occupancy controls) for hotels, motels and lodging facilities in Lodi;
- 3) Lodi Low-Income Customer Refrigerator Replacement Program (\$50,000) – involves the removal of aging, inefficient refrigerators from the homes of low-income customers, and replacing those refrigerators with new, high efficiency refrigerators;
- 4) Lodi Cool the Earth Educational Pilot Project (\$25,000) – this is an educational/outreach pilot program designed for students in grades K-6 at Lodi school sites; this interactive and engaging program teaches students about energy/water conservation, renewable energy and sustainable living practices; and,
- 5) Lodi Energy Efficient Home Improvement Rebate Program (\$50,000) – this is an existing program within the utility; the requested federal funds will be used to enhance rebates to Lodi residential customers for pursue specific energy conservation measures (including: upgrading attic/wall insulation, installing whole house and/or attic fans, installing radiant barriers/thermal shield roofing materials, installing shade screens/window tinting, and or installing a high efficiency central air conditioner and repairing/replacing air ducts).

Information Systems Division (\$200,000)

- 6) Lodi Computer Server Energy Efficiency Project (\$200,000) – involves the removal of twenty-five (25) physical computer servers (which constitute the City of Lodi computer mainframe), and replacing those units with eight (8) high efficiency computer servers.

Parks & Recreation Department/Community Center (\$188,000)

- 7) Kofu Park Community Building Energy Efficiency Project (\$20,000) – involves the installation of a high efficiency HVAC unit, installation of dual-paned windows, installation of door sweeps/weather-stripping, and the installation of R-38 attic insulation;
- 8) Lodi Grape Bowl Lighting Retrofit (\$100,000) – involves the removal of existing, inefficient lighting, and installing new, high efficiency (lower wattage) lamps;
- 9) Solar-Powered Trash Compaction Pilot Project (\$53,000) – this unique and innovative pilot project involves the purchase and installation of twenty (20) solar-powered trash compacting garbage cans;
- 10) Community Center Energy Management System Retrofit (\$15,000) – involves the purchase and installation of a new energy management system software package to replace a now defunct system; the new energy management system software will allow Community Center employees to more efficiently operate the facilities HVAC system (both on- and off-site/remotely).



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Council Direction Requested Regarding Response to the San Joaquin County Board of Supervisors for Armstrong Road Agricultural/Cluster Zoning Classification

MEETING DATE: June 3, 2009

PREPARED BY: City Manager

RECOMMENDED ACTION: Council direction requested.

BACKGROUND INFORMATION: In early 2007, a group of property owners south of Lodi, in the area under consideration as a community separator between Lodi and Stockton, presented to the San Joaquin County Board of Supervisors, a proposal referred to as "The Armstrong Road Agricultural/Cluster Zoning Classification." The property owners submitted the proposal as a compromise response to the long-standing community discussion of maintaining a distinct geographical difference between Stockton and Lodi.

The proposal was intended to provide a low level of development that, over time, would discourage more intense development while simultaneously enhancing agricultural-oriented tourism and direct vertically integrated agricultural marketing. This proposal was seen as a means to boost property owners' income without forcing farmers to convert all of their land to non-agricultural uses.

The Board of Supervisors received the request and asked County staff to provide additional information, such as population density, uses, infrastructure, and other impacts. The County staff responded that they lacked the time or resources to provide the information and suggested the property owners pay for the cost as any other development applicant would.

In turn, the property owners requested that the City of Lodi provide the County with the funding necessary to conduct the research. Upon further discussion between the City and the County, the County solicited proposals from consultants to research, conduct community outreach, draft proposed language, and comply with CEQA to create a Specific Plan for the Armstrong Road region. The cost, excluding County administrative fees, was under \$500,000.

In November 2008, the City Council authorized a not to exceed amount of \$500,000. Following this action, the Mayor wrote two letters to the Board of Supervisors asking that the County Board of Supervisors take up the request as Lodi had agreed to pay the County's out-of-pocket expenses.

In April 2009, the item came before the Supervisors with the recommendation that the proposal for an Armstrong Road Specific Plan be treated as a development application for the creation of a Specific Plan and the City or property owners pay all costs associated with review and processing of the application for the proposed land use classification. This recommendation not only added additional costs but required

APPROVED: _____
Blair King, City Manager

that the City obtain written permission from the property owners to act as their “authorized agent.” In other words, just as a private developer, the City will have to gain “site control” (Please see attached letter from San Joaquin County Community Development Department).

Considering the time and difficulty of arriving at this negative leaning decision, staff feels it would be unproductive at this time to continue along the same approach. This option has been discussed with a coalition of property owners and there is agreement.

However, there is no consensus of what the next steps are. The options are as follows:

- 1) Have the property owners ask the Board of Supervisors to consider the proposal as a part of the County's General Plan Update;
- 2) Ask the City obtain information and conduct the research needed for an informed decision of a similar proposal but, as the City would not be taking action, without the costs of CEQA;
- 3) Determine whether site control can be obtained for a smaller area directly south of Lodi; or
- 4) Take no further action and rely upon the representation by the City of Stockton that northerly development will not occur.

Staff is inclined to encourage the Council to think about developing a Scope of Services that would address the many legitimate questions that exist with regard to the Armstrong Road Cluster Proposal and solicit for professional assistance. Such a Scope of Work might include stakeholder interviews, land use inventory, existing conditions report, consensus building, draft specific plan and zoning ordinance. This would allow for an informed debate and perhaps reduce the assumptions and conjecture that currently surround this proposal.

FISCAL IMPACT: On November 19, 2008, the Council directed the City Manager make available a not to exceed amount of \$500,000.

Blair King, City Manager



**SAN JOAQUIN COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

1810 E. HAZELTON AVE., STOCKTON, CA 95205-6232
PHONE: 209/468-3121 FAX: 209/468-3163

APR 27 2009
CITY MANAGER'S OFFICE

April 23, 2009

Blair King, City Manager
City of Lodi, City Hall
221 West Pine Street
Lodi, CA 95240

Dear Mr. King:

Re: Armstrong Road Agricultural/Cluster Zoning Classification

On April 21, 2009, the San Joaquin County Board of Supervisors authorized the Community Development Department to send a letter to the City of Lodi clarifying the Board's position that the City of Lodi must submit the necessary applications for the creation of the Specific Plan and preparation of the Environmental Impact Report (EIR) and pay all costs associated with the review and processing of the applications for the creation of the Armstrong Road Agricultural/Cluster Zoning Classification. Two consulting firms submitted adequate proposals for preparation of the Specific Plan and EIR. Mintier Harnish's proposal is for \$483,486.00 and Augustine Planning Associates is for \$366,208.00. As both proposals meet the requirements of the Request for Proposal, the Community Development Department would like to award the contract to Augustine Planning Associates in the event that the City of Lodi elects to go forward with the project. The total cost for the Specific Plan and EIR would be \$488,108.00, based upon the consultant fee plus the County's administrative fees of 26.5% of the cost of the EIR, plus 35% of the cost of the Specific Plan. Enclosed is an application form for the Specific Plan.

Section 9-806.2 (enclosed) of the Development Title states that:

Applications for Specific Plans or Specific Plan Amendments may be initiated by the Board of Supervisors, Planning Commission, Director of Community Development, or the property owner or the property owner's authorized agent.

Since the City of Lodi will be the applicant, the City will serve as the "property owner's authorized agent." When the City submits the fees and application materials, the City also needs to submit documentation in writing from the property owners within the

Letter to Blair King
Armstrong Road Cluster Zone
April 23, 2009
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proposed project area that the City of Lodi is representing them in the application process.

Please contact me if you have any questions. I can be reached at (209) 468-3140.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kerry Sullivan".

KERRY SULLIVAN,
DIRECTOR

/eel

Enclosures

c: Board of Supervisors
Manuel Lopez
David Wooten
Mark Myles

File: ClusterZone4-23-09